

HOLLAND

CONSTRUCTION®

WARRANTY

Project: _____ HCC Project # _____

Trade: _____

Owner: _____ Date of Final Acceptance: _____

(To be filled in by Owner or Contractor)

In addition to any other warranties in the Subcontract, the Subcontractor warrants that work performed under the subcontract conforms to the Subcontract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Subcontractor or any lower-tier subcontractor or supplier at any tier.

This warranty shall continue for a period of (1) year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (1) year from the date the Owner takes possession.

The Subcontractor shall remedy at the Subcontractor's expense any failure to conform, or any defect. In addition, the Subcontractor shall remedy at the Subcontractor's expense any damage to the Owner or Contractor or controlled real or personal property, when that damage is the result of:

The Subcontractor's failure to conform to subcontract requirements; or Any defect of equipment, material, workmanship, or design furnished.

The Subcontractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Subcontractor's warranty with respect to work repaired or replaced will run for (1) year from the date of repair or replacement.

The Owner or Contractor shall notify the Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

If the Subcontractor fails to remedy any failure, defect or damage within seven (7) days after receipt of notice, the Owner or Contractor shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Subcontractor's expense. If the failure, defect or damage is deemed by the Owner or Contractor to be of an immediate threat to any persons or property, the Subcontractor shall replace, repair, or otherwise remedy the failure, defect, or damage within twenty-four (24) hours of receipt of either verbal or written notice.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this subcontract, the Subcontractor shall:

- Obtain all warranties that would be given in normal commercial practice;
- Require all warranties to be executed, in writing, for the benefit of the Owner or Contractor; and
- Enforce all warranties for the benefit of the Owner or Contractor.
- Furnish all warranties for equipment and materials and attach hereto.

This warranty shall not limit Owner's or Contractor's right under the Inspection and Acceptance clause of the Subcontract with respect to latent defects, gross mistakes, or fraud.

SUBCONTRACTOR/SUPPLIER

COMPANY

AUTHORIZED SIGNER

DATE

NOTARY PUBLIC

STATE OF: _____

SUBSCRIBED & SWORN TO BEFORE ME THIS

_____ DAY OF _____,

20_____.

NOTARY

MY COMMISSION EXPIRES: _____