

Solid Structures LLC

Phone: (509) 487-7769

Exhibit B – Limited Warranty Construction Agreement for a Garage/Shop

20 YEAR STRUCTURAL WARRANTY ON PERMANENT POST SYSTEMS LAMINATED POSTS

OWNER’S LIMITED LIFETIME STRUCTURAL WARRANTY ON PERMANENT POST SYSTEMS LAMINATED POSTS W/ STEEL BRACKETS

Solid Structures LLC (the “Builder”) warrants against loss to the Garage constructed on behalf of the Owners (of the “Garage/Shop”) caused by Structural Defects, as defined here, which first occur during the Warranty Term, which shall be for as long as the Original Owner owns the garage/shop, and under the terms and conditions stated below. When used herein, the term “Homeowner” means the original Owner only – this warranty is not transferable.

I. What is Covered

A. This limited warranty covers Structural Defects in the Garage/Shop which first occur during the lifetime of ownership by the original Owner commencing on the date of completion of the garage/shop (the “Warranty Term”).

B. A “Structural Defect” is actual physical damage to the following designated load-bearing portions of the Garage/Shop caused by failure of their load-bearing function to the extent that the Garage/Shop becomes unsafe, unsanitary or otherwise un-useable:

- (1) Foundation Systems and footings;
- (2) Load bearing Beams;
- (3) Girders;
- (4) Columns;
- (5) Load bearing walls and partitions;
- (6) Floor systems (joists and trusses); and
- (7) Roof framing systems (rafters and trusses).

Examples of non-load-bearing elements which would NOT be considered a Structural Defect if they failed include:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or wall coverings;
- (3) plaster, laths, or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco or stone veneer;
- (6) any type of exterior siding or finish;
- (7) roof shingles, sheathing, or tar paper;
- (8) heating, cooling, ventilating, plumbing, electrical and mechanical systems;
- (9) appliances, fixtures or items or equipment;
- (10) all doors (including overhead doors), trim, windows, cabinets, hardware, insulation, paint, stains; other interior ground-supported concrete floor slabs.

C. Non-structural issues covered in this warranty are subject to inspection of the cause of the issue. Any evidence of altering, modifying, repairing, or misuse, will void this warranty.

- (1) Oil canning (wrinkles in metal trim);

Builder will fix all oil canned trims to the best of their ability, without dismantling or altering any part of the structure, for a period of 6 months after completion of the building. Not all oil canned trim can be completely remedied as it is usually a result of the natural conditions which will affect the building materials after installation.

- (2) Roofing and siding;

Scratches, wrinkles, dimples, gaps, and laps should all be visible at the time of installation. Builder will not warranty these types of imperfections after completion of the building. Any paint imperfections are subject to the manufacturer's warranty policy.

- (3) Roof leaks;

Builder will fix all roof leaks for a period of 2 years after completion of the building.

- (4) Windows and doors;

Builder will fix any window and/or door leaks for a period of 1 year after completion of the building. Proper functionality of doors and windows will be fixed for a period of 6 months after completion of the building.

II. What the Builder will do:

A. Subject to the warranty limits defined below, if a Structural Defect is covered by this warranty, Builder will repair, pay for and/or replace the Structural Defects or make arrangements for such repairs and/or replacement. Builder shall have the sole and complete discretion to determine the methods and manner for repairing and/or replacing Structural Defects. No repairs and/or replacements made under the terms and conditions of the warranty shall act to extend the Warranty Term.

B. The repair of a Structural Defect is limited to:

(1) The repair of defects in the load-bearing portions of the Garage/Shop which repair is necessary to restore their load-bearing function;

(2) The repair of non-load-bearing walls, floors, ceiling, windows, doors, electrical, plumbing, heating, cooling and ventilating systems of the Garage/Shop damaged by the Structural Defect if such items make the Garage/Shop unsafe, unsanitary or otherwise unuseable (“Related Damages”). (An example of Related Damages would be failure of the electrical system resulting from a structural failure of the foundation, in which case the electrical system would also be repaired.); and

(3) The repair and cosmetic restoration of only those surfaces, finishes and coverings, original to the Garage/Shop, damaged by the Structural Defect. Builder will not be responsible for removing, repairing, replacing or paying for any Homeowner-installed items such as fences, landscaping, sprinkler systems, or other improvements installed by the Homeowner.

III. Warranty Limits

Builder’s total liability for all Structural Defects arising during the Warranty Term is limited to the final Agreement price of the Constructed Garage/Shop paid to Builder.

IV. Exclusions

The warranty does not apply to:

A. Defects in swimming pools and other recreational facilities; driveways; walkways; patios; decks; boundary walls; retaining walls and bulkheads (except where boundary walls, retaining walls and bulkheads are necessary for the structural stability of a covered building); fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; off-site improvements or any other improvements not a part of the Garage/Shop.

- B. Damage to real property which is not part of the Garage/Shop covered by a home warranty and which is not included in the purchase price of the Garage/Shop;
- C. Bodily or personal injury of any kind (including physical or mental pain and suffering and emotional distress), medical, hospital, rehabilitation or other incidental expenses, damage to personal property, or damage to any property of others;
- D. Any loss of damage which the Homeowner has not taken appropriate action to minimize as soon as practicable (see Homeowner's Responsibilities);
- E. Any defect in material or work supplied by anyone other than the Builder or its employees, agents or subcontractors, and any covered defect which was caused by defective material or work supplied by anyone other than the Builder or its employees, agents or subcontractors.
- F. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other consequential loss (except to the extent that any such exclusion is not permitted by law);
- G. Defects in any property which was not included in the original Garage/Shop delivered for the original final sales price;
- H. Any damage to the extent it is caused or made worse by:
 - (1) Negligence, failure to perform maintenance, improper maintenance or improper operation by anyone other than Builder or its employees, agent or subcontractors;
 - (2) Failure by the Homeowner to give prompt and proper notice to Builder of any defects;
 - (3) Changes of the grading of the ground that do not comply with acceptable grading practices, including the Homeowner's failure to maintain the original grade;
 - (4) Loss or damage not caused by defect or deficiency in the design or construction of the Garage/Shop by the Builder, or its employees, agents or subcontractors;
 - (5) Loss or damage externally caused, including, but not limited to, acts of God, riot or civil commotion, windstorm, fire, explosion, smoke, water, hail, lighting, falling trees or other objects, aircraft, vehicles, flood, mud slides, earthquakes, volcanic eruption, radon or other gases, abuse or use of the Garage/Shop, or any part thereof, beyond the reasonable capacity of such part for such use, or by any other external cause deemed by county regulations;
 - (6) Changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of the Garage/Shop;

- (7) Subsidence or soil movement which was not reasonably predictable through reasonable soil testing or other geographical investigation at the time of construction of the Home;
 - (8) Any loss, damage, defect, cost or expense which is caused, in whole or in part, by any peril or occurrence for which compensation is provided by state legislation, or which is covered by other insurance or public funds to the extent that such compensation is paid by such other providers;
 - (9) Insect damage, vermin, radiation, pollution, or toxic substances of any kind;
 - (10) Any loss or damage which arises while the Garage/Shop is being used primarily for residential purposes;
 - (11) Any condition which does not result in actual physical damage to the Garage/Shop;
 - (12) Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair, or any other costs due to loss of use, inconvenience or annoyance;
 - (13) Normal wear and tear and normal deterioration;
 - (14) Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation;
 - (15) Failure by the Homeowner, or by anyone other than the Builder of its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
- I. Glass breakage;
 - J. Failure of the Builder to perform any washing, cleaning or clean-up of any kind;
 - K. Structural slab foundation systems that have experienced some movement but are within the foundation's design performance criteria;
 - L. Loss or damage not otherwise excluded under this Warranty, which does not constitute a defect in the construction of the Garage/Shop by the Builder, or its employees, agents or subcontractors;
 - M. Any structure in which the original owner was given a price discount arising from any type of dispute between the builder and the owner during construction or after completion of the project.
 - N. Any building which has been altered, modified, repaired, or added onto by anyone other than the Builder or its employees, agents or subcontractor.

V. How to Make a Structural Claim

Notice or Claim: All notices of claim against the Builder must be pursued by the Homeowner in writing that a claim is made under this warranty explaining the claim and Structural Defect in detail. All Notices must be sent to: Solid Structures LLC at 6724 N Pittsburg St. Spokane, WA 99217.

B. In response to receipt of a notice of claim, Builder will:

- (1) Acknowledge receipt of written notice of a claim of a Structural Defect and begin the investigation of the claim within fifteen (15) days of receipt of written notice;
- (2) Inspect the defect, damage or problem as reported by the Homeowner within thirty (30) days of receipt of the written notice;
- (3) Within sixty (60) days of receipt of written notice, send Homeowner a brief narrative describing the problem as Builder understands it, as well as Builder's opinion as to the cause of the problem. The narrative will address whether a Structural Defect exists and either a description of recommended repairs of the Structural Defect or the reasons why the Homeowner's claim does not qualify for repairs under this warranty.

C. If Homeowner disagrees with Builder's analysis, Homeowner may arrange for an independent state-licensed engineer to inspect the alleged defects and report his/her findings in writing to Builder and Homeowner. The cost of such investigation will be borne by Homeowner. If the engineer's report identifies Structural Defects (as defined herein), Builder will be entitled to arrange for its own independent state-licensed engineer to inspect the alleged defects and report his/her findings in writing or Builder may elect to correct the Structural Defect as described in Homeowner's report. If either engineer's report does not identify the problem as being a Structural Defect, then the claim will be deemed denied by Builder.

VI. Mediation

Should any dispute arise relative to the resolution of any claim under this Limited Structural Warranty that the parties cannot satisfactorily resolve, the parties agree, the dispute shall be referred to a single arbitrator acceptable to them. If a resolution still has not been reached, the Parties hereby agree that the dispute shall be referred to a Spokane County member of the Washington Arbitration & Mediation Service for arbitration in accordance with the Washington Arbitration & Mediation Service Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the even a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

VII. Miscellaneous

A. If Builder's performance of any of its obligations is delayed by any Excusable Delay (as defined below), Builder will be excused from performance until the effects of that event are remedied. Excusable Delays include, but are not limited to inclement weather, fire, storm, strike, walk-outs or other labor disputes affecting Builder or Builder's suppliers of material or labor, delay in issuance of permits, acts of war, emergency proclamations, sewer moratoriums, governmental regulations, or other matters outside of the Builder's control.

B. No one is authorized to change, alter or add to this warranty without the express written consent of Builder.

C. Homeowner will allow Builder, or its agents, employees or subcontractors access to the Home during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM) when Builder is repairing or investigating a structural defect claim.

D. Any item requiring repair or replacement which cannot be repaired or replaced with products readily and currently available in the standard marketplace will be replaced or repaired with product of similar kind and quality which are readily available.