

# 5 Year Limited Warranty Certificate for Repair Work

Franz Termite Control Corp., a duly licensed California Contractor (CSLB License No.629345) and Structural Pest Control Branch 3 Company (SPCB License No. 938), warrants to the Owner that all repair work performed to remedy wood-destroying organism damage (including termite and rot repairs) at the subject property shall be free from defects in workmanship and materials for a period of **five (5) years** from the date of substantial completion ("Warranty Period").

If a defect in workmanship or materials covered under this Warranty is discovered during the Warranty Period, Franz Termite Control will, at its sole option, repair or replace the defective work at no cost to the Owner.

# **Owner's Duty to Maintain**

To preserve the integrity of the repairs and maintain coverage under this Warranty, the Owner is responsible for properly protecting all repaired areas after completion of the work. This includes, but is not limited to:

- Promptly painting, sealing, or otherwise finishing exposed wood surfaces to prevent moisture intrusion, cracking, or deterioration.
- Maintaining adequate property ventilation and moisture control.
- Scheduling regular inspections and preventative measures against future termite or pest infestations.

Failure to comply with these maintenance duties shall void coverage for any resulting damage under this Warranty.

### **Owner Responsibilities**

The owner must provide written notice of any claimed defect to [Company Name] within **30 days of discovery** and within the Warranty Period and must allow reasonable access for inspection and repair.

#### **Exclusions**

This Warranty does not cover:

**New or subsequent infestations** of termites, beetles, fungi, or other wood-destroying organisms after completion of the repair work (unless covered under a separate pest control service contract).

- Damage due to improper maintenance, moisture intrusion, inadequate ventilation, or neglect.
- Damage, warping, cracking, deterioration, or other failures caused by the Owner's failure to properly paint, seal, or otherwise protect repaired areas after completion of the work.
- Damage caused by earthquake, flood, fire, storm, or other acts of God.
- Damage caused by alterations, misuse, or work performed by others.
- Any portion of the structure not specifically repaired or treated under this contract.

# **Limitation of Liability**

Contractor's liability is limited solely to the repair or replacement of defective work. Contractor shall not be responsible for incidental or consequential damages, to the fullest extent permitted by California law. This Warranty does not waive rights under the California Civil Code, including the **Right to Repair Act (Civil Code §§895–945.5)**.