

WARRANTY AGREEMENT

LMI, Inc. (LMI) assembles and/or installs glass shower/bath enclosures, mirrors, mirrored wardrobes and closet shelf systems. Not all of these products may be installed in your home so it is important for the Buyer and Builder to confirm whether a particular product has been installed by LMI prior to making a warranty claim. This warranty agreement shall cover all LMI products subject to the exclusions set forth herein. Only those warranties contained in this writing are provided and any other purported warranties, whether express or implied, are specifically disclaimed. As LMI has no direct relationship with the Buyer, all warranty claims shall be made to the Builder who will in turn contact LMI.

LMI warrants its products to be reasonably free from material and installation defects occurring from normal usage for a period of one year from the close of escrow for the particular property. The warranty is valid only on products installed by LMI installation technicians and covers defective materials and/or installation. The warranty is limited to the repair or replacement of the product and in no event shall the Company's liability exceed the purchase price paid by the Builder. The determination of whether to repair or replace the product is solely within LMI's discretion. In the event Buyer or Builder hires another contractor or installer to perform any repair or replacement of a LMI product, this warranty shall be void. LMI shall have no obligation to reimburse the Buyer or Builder for work done by the Buyer, or for amounts paid by the Buyer or Builder to a repairman or trade contractor. This warranty is not transferable to subsequent purchasers of the home, and any obligations under the warranty are extinguished if the initial owner sells the property.

Exclusions:

This warranty shall not apply to products that have been damaged through abuse, misuse, neglect, carelessness, accidents, alteration, modification, ordinary wear and tear, and lack of homeowner maintenance.

Portions of the products assembled and/or installed by LMI are manufactured by others. These portions include, but are not limited to, glass and metal/aluminum components of shower door enclosures, mirrored glass for mirrors and wardrobes, and closet shelf systems. Any failure or defect in the materials supplied by others is specifically excluded by LMI. The component manufacturers have provided limited warranties on their products. LMI shall use reasonable efforts to assist Builder/Buyer in dealing with the manufacturers of the components, if necessary.

This warranty does not apply to products that have been damaged by casualties normally covered by standard homeowner's insurance or damage resulting from natural catastrophes or Acts of God.

Any incidental, consequential or secondary damages and/or losses of any kind whatsoever which may arise from or out of defects warranted hereby, including, but not limited to, personal injury or damage to personal property, loss of use or inconvenience.

Builder's or Buyer's failure to take appropriate action in response to a "warrantable" condition, including, but not limited to a failure to notify LMI of the condition within a reasonable time, shall void the warranty. For purposes of this limited warranty, a reasonable time shall be within ten (10) days of initial notice of a "warrantable" condition by Buyer.

Making Warranty Claims:

Buyer and Builder acknowledge and agree that the warranties provided herein are given expressly to Builder and no relationship, contractual or otherwise, exists between Buyer and LMI. Therefore, if Buyer needs to make a warranty claim for any of those items covered herein, Buyer shall make said claim according to the terms and requirements of the express limited warranty provided by Builder. If Buyer fails to follow the procedures and requirements set forth by Builder, this warranty shall be void. There is no separate warranty provided by LMI to Buyer. In the event Builder's limited warranty does not provide for a reasonable time within which to make a claim, or the time is different than that set forth above (10 days), the time set forth herein shall control.

Any failure to allow reasonable access to the home for inspection and, if necessary, repair or replacement shall void this warranty.

Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where the project is situated, the validity of all remaining provisions and portions hereof shall remain unaffected and in full force and effect.

By: Vicky Mansab

Title: Contract Administrator

Date: 2/8/12