



Arez Lighting, LLC. Warranties

Construction Service: Arez Lighting, LLC. warrants to client that all construction and related services provided hereunder shall be performed in a good and Workmanlike manner, by workers who are appropriately trained and experienced in the Work being performed, and in accordance with all requirements of the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

Materials and Equipment: Arez Lighting, LLC. warrants to the Client that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Arez Lighting, LLC.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Arez Lighting, LLC., improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, and all damages or defects not caused by Arez Lighting, LLC. and beyond its control.

Callback (Repair) Warranty: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, ... any of the Work is found to be not in accordance with the requirements of the Contract Documents, Arez Lighting, LLC. shall correct it promptly after receipt of written notice from the Client to do so unless the Client has previously given Arez Lighting, LLC. a written acceptance of such condition. This period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The client shall give such notice promptly after discovery of the condition.

Nothing contained in the Callback (Repair) Warranty shall be construed to establish a period of limitation with respect to other obligations which Arez Lighting might have under the Contract Documents. Establishment of the time period of one year as described in this section relates only to the specific obligation of Arez Lighting, LLC. to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Arez Lighting, LLC.'s liability with respect to its obligations other than specifically to correct the Work.

Design-Build Warranties: Arez Lighting, LLC. warrants to client that all professional services provided under this contract will be provided in accordance with the terms of the contract and will, at a minimum, conform to the standard of care required of similarly situated professionals performing similar services. Client review or approval of any plans, specifications, or other instruments of professional service shall not constitute a waiver by Client of any of Arez Lighting, LLC.'s warranties or obligations under this paragraph.