



Exclusive 2 – Year Service Warranty

At Lemke & Sons, LLC. long-term customer satisfaction means more than just doing the job right the first time. It also means providing our customers with our promise of professional workmanship during and after your project and responding quickly and effectively to your concerns and needs. In order to provide you with the service you need, Lemke & Sons provides you with the following.

Labor

For two years after completion of your project (final invoice date), Lemke & Sons will pay labor costs incurred to correct any defects in workmanship by Lemke & Sons on your project and to reinstall repaired or replacement parts or materials as necessary as a result of such defects. Lemke & Sons' obligation to pay such labor costs shall be subject to the limitation that the removal and/or reinstallation service must be performed by Lemke & Sons or a contractor approved by Lemke & Sons.

Parts and materials

Lemke & Sons generally obtains parts and materials from third party suppliers. To the extent that warranties apply to such parts and materials, Lemke & Sons hereby assigns such warranties to Customer. This Warranty does not cover diagnosis or repairs of defects in or caused by, lack of performance of, or fitness for purpose of customer-supplied parts or equipment unless specifically noted in the Lemke & Sons written order acceptance confirmation.

Transportation costs

All transportation costs to transport defective parts or materials to Lemke & Sons, and to transport repaired or replacement parts or materials to Customer, shall be the responsibility of the Customer.

Exclusions

This Warranty DOES NOT cover:

- Damage or expenses resulting from misuse, abuse, inadequate preventive maintenance, normal wear and tear, service or modifications by other than Lemke & Sons, use of any parts or materials in a manner inconsistent with the proper operations labeling, acts of nature (including, without limitation, floods, fire, earthquake, acts of war or civil emergency), internal or external corrosion, or non-conforming utilities (including, without limitation, electrical, fuel supply, environmental and intake/exhaust installations);
- Repair or replacement of parts or materials designed and intended to be expendable or consumable;
- Good Faith maintenance or repairs intended for temporary purposes.
- Labor costs incurred for troubleshooting or diagnosing the problems with your project.
- Lemke & Sons does not include any Testing or Remediation of mold and does not warranty any mold issues discovered in the future. It is the responsibility of the homeowner to contract for this work.

Limitations of liability

Lemke & Sons shall not, in any event, be liable for indirect, special, consequential, incidental, or punitive damages or penalties of any kind, including, without limitation loss of revenue, profits or business opportunities resulting from interruption of process or production. In no event shall Lemke & Sons be liable for damages in excess of the amounts paid by Customer to Lemke & Sons with respect to the applicable product(s). This Warranty does not cover, and Lemke & Sons shall not be liable for any losses, costs, damages or expenses resulting from delays in diagnosing or repairing the products, supplying or obtaining replacement parts or materials, strikes, labor stoppages or shortages, fires, accidents, government acts or regulations, or any other causes beyond the control of Lemke & Sons. In no event shall Lemke & Sons be liable to Customer for any amount in excess of the amounts paid by Customer under the Sales Agreement.

Non-Compliance By Customer

Lemke & Sons reserve the right to suspend and withhold service under this Warranty in the event of non-compliance by the Customer to any terms and conditions of this Warranty or the Sales Agreement. Further, Lemke & Sons shall not be liable for any loss of production, expenses, and inconveniences incurred due to such suspension.

Procedure Upon Discovery of Defects and Emergencies

In the event Customer becomes aware of any defect in the applicable products, Customer must immediately: (a) shut off fuel or energy supply (gas and electricity), (b) call for emergency assistance, if needed, and (c) notify Lemke & Sons.

THE REPRESENTATION AND WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND CUSTOMER HEREBY WAIVES AND DISCLAIMS RELIANCE UPON, ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW OR IN EQUITY, OR BY COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

For greater detail refer to the Home Warranty Law In Minnesota Sections 327A.01 to 327A.08 as applicable in the Twin Cities Metro 7 county area.

Lemke & Sons LLC.

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