Labor Warranty

This is an express labor warranty (“warranty”) provided by Glidden Construction (“GLIDDEN CONSTRUCTION”) to you, the original consumer purchaser (“Owner”). The duration of this warranty is one year.

GLIDDEN CONSTRUCTION stands behind our work 100%. We employ highly skilled laborers and craftsman on every project, and use only high quality, long-lasting materials.

GLIDDEN CONSTRUCTION warrants to the Owner 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 require or permit otherwise. GLIDDEN CONSTRUCTION further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not alterations to the Work not executed by the GLIDDEN CONSTRUCTION, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Notes For Replacement Windows:

Please be aware that condensation on any window or patio door is the natural result of excessive moisture in the house, and does not indicate a defective product or faulty installation. Excessive condensation may even result in frost appearing on windows in very cold weather. GLIDDEN CONSTRUCTION is not responsible for condensation and this warranty does not apply to condensation, its causes or its effects. Please take steps to properly ventilate areas where new window products are installed for at least 48 hours after installation to avoid possible sensitivities to caulking odors.

How To Obtain Warranty Service

To submit a claim, a copy of this warranty and a copy of the Owner’s sales agreement (services contract) or purchase order must be submitted in writing by mail by registered mail to GLIDDEN CONSTRUCTION at 107 Plymouth Place, Merchantville, NJ 08109 with a brief explanation of the stated claim. You may also contact GLIDDEN CONSTRUCTION at

info@glidden-construction.com to request warranty servicing. Claims must be submitted to GLIDDEN CONSTRUCTION promptly after discovery of the claimed labor defect. GLIDDEN CONSTRUCTION will then schedule an appointment to inspect the warranty claim within a reasonable period of time after having received the claim. If after inspection, GLIDDEN CONSTRUCTION determines that a valid claim exists under the warranty, GLIDDEN CONSTRUCTION will repair, re-install, re-place, or refund the price of the failing GLIDDEN CONSTRUCTION service, at GLIDDEN CONSTRUCTION's option. If GLIDDEN CONSTRUCTION determines to replace any or all product(s), and if such product(s) as originally installed are no longer available, GLIDDEN CONSTRUCTION shall have the right to substitute product(s) designated by GLIDDEN CONSTRUCTION to be of equal quality. Replacement of a product or component does not renew the labor warranty period. Minor color variations may exist between replacement product and the originally installed product and are not indicative of a defective product or a labor defect. If, at GLIDDEN CONSTRUCTION's option, a refund is conveyed to the Owner, then all warranties are terminated, and repair, replacement or removal of GLIDDEN CONSTRUCTION products shall become the sole responsibility of the Owner. No warranties are valid unless and until the Owner has made full payment under the original GLIDDEN CONSTRUCTION sales agreement and all addenda thereto. Non-warranty calls for repair or adjustment may result in a service charge.

What Is Not Covered:

These warranties are granted by GLIDDEN CONSTRUCTION to the Owner only. All warranties terminate immediately upon the transfer of home ownership, other than in accordance with the transferability directions described herein. All warranties assume normal and reasonable use of GLIDDEN CONSTRUCTION-installed products or components. Minor color or textural variations from lot-to-lot of product are not product or installation defects. These warranties do not cover any other damage, workmanship, or material failure beyond the control of GLIDDEN CONSTRUCTION including, but not limited to, damage caused by occurrences, such as settlement of the building, failure of the structure (including foundations and walls), use of incompatible accessories, removal, repair, or re-installation of any GLIDDEN CONSTRUCTION-installed products or components by other than GLIDDEN CONSTRUCTION, normal weathering, corrosive effects of salt air and chemical pollutants, normal fading, deterioration of caulking

compounds, fire, flood, lightening, high winds, windblown objects, earthquake, hurricanes, ice dams, icicles and/or ice storms, atmospheric conditions, or weather of catastrophic nature as defined by the US Weather Bureau, other acts of God, intentional acts, unreasonable use, vandalism or pollution. These warranties also will not apply to damages resulting from the failure to provide reasonable maintenance, including failure to clean the product or maintain sealing, painting and/or caulking as reasonably necessary. GLIDDEN CONSTRUCTION is also not responsible for existing or developing spore or mold growth. Mold and mildew may be due to condensation, which may form on or within walls or other surfaces resulting from pre-existing conditions in the Owner's home.

What Voids These Warranties:

Installation, removal, repair, adjustment, tampering or re-installation of any GLIDDEN CONSTRUCTION products or components by other than GLIDDEN CONSTRUCTION voids any and warranties within this document, and GLIDDEN CONSTRUCTION expressly disclaims any liability for any costs, defects, or damages with respect to such actions.

Remedies and Rights:

These warranties of GLIDDEN CONSTRUCTION services are the only expressed warranties provided by GLIDDEN CONSTRUCTION. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of GLIDDEN CONSTRUCTION any obligation, liability, or responsibility in place of or in addition to these warranties. IN NO EVENT SHALL THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BE LONGER THAN THE DURATION OF THE EXPRESS WARRANTY STATED HEREIN. EXCEPT FOR THE WARRANTY PROVIDED HERE- IN GLIDDEN CONSTRUCTION MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GLIDDEN CONSTRUCTION'S LIABILITY TO OWNER UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY GLIDDEN CONSTRUCTION FOR SERVICES RENDERED UNDER THE SALES AGREEMENT OR PURCHASE ORDER WITH THE OWNER. SOME STATES DO NOT PERMIT ANY LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. IN NO EVENT SHALL GLIDDEN

CONSTRUCTION BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF GLIDDEN CONSTRUCTION PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Governing Law and Choice of Forum

This warranty is governed by the laws of the State of New Jersey. Any disputes and/or litigation arising out of or related to this warranty must be resolved in Camden County, New Jersey.

Mediation and Arbitration

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Any controversy or claim arising out of or relating to this warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Optional Rules for Emergency Measures of Protection], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

How To Transfer This Warranty:

Subject to the other terms and conditions contained in this document, this warranty is transferable by the Owner. This warranty may be transferred by the Owner only once, and the transferee will then step into the shoes of the Owner for purposes of this warranty. To transfer this warranty, the owner must request, in writing by mail by registered mail to GLIDDEN CONSTRUCTION at 107 Plymouth Place, Merchantville, NJ

08109 or by email to info@glidden-construction.com, an inspection and recertification of GLIDDEN CONSTRUCTION products by GLIDDEN CONSTRUCTION and upon inspection and re-certification to the satisfaction of GLIDDEN CONSTRUCTION, and receipt by GLIDDEN CONSTRUCTION of a $200.00 transfer fee, these warranties shall transfer to the subsequent home owner. No other or further transfers of these warranties is permitted.