



Professional Services Limited Warranty



Visible water lines, gas lines & drain lines within the home, water heaters.
*Excludes leaking faucets and shut off valves.



Main electrical service panel, any electrical sub panels, visible wiring, inspected outlets & switches within the home.
*Excludes exterior lights.



Inspected ranges, cooktops, ovens, dishwashers, built-in microwave ovens and garbage disposals inside the home.



Visible poured concrete and block foundation walls, visible floor framing, floor joists, structural framing & load bearing walls.



Attached garage vehicle doors and automatic garage door openers only tested during the inspection.



Inspected central heating and air conditioning systems including visible ducting Geothermal loops are excluded.

Terms of Coverage: This 100-Day Professional Services Limited Warranty ("Warranty") is only for the benefit of the person(s) identified as the client in the contract for inspection services ("Client") provided by the inspection company above ("Company") and is not transferable.

The Warranty is effective for one hundred (100) days from the date of the inspection or 30 days after Client takes ownership of the property. ("Warranty Period"). This Warranty does not apply to the inspection of any of the systems or components identified as Excluded Items as set forth in this Warranty. All claims submitted by the Client under the terms of this Warranty must be received by the Company or administrator on or prior to the date of expiration of the Warranty Period. To assist in claims processing, the inspection report issued by the Company is considered an addendum to this Warranty and is incorporated herein by reference.

Scope of Professional Services: For purposes of this Warranty, the professional services provided by the Company to the Client are professional home inspection services ("Professional Services").

Professional Services Limited Warranty: The Company warrants that it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Professional Services has the necessary knowledge, skills, experience, training, qualifications, and resources to provide and perform the Professional Services in accordance with this Warranty, any written contract between the Company and the Client and/or any standards of practice related to the Professional Services whether contained in a statute, administrative code provision or professional association standards adopted by or permissible for use within the state where the Professional Services are performed. The Company further warrants that the Professional Services will be performed for and delivered to Client in a good, diligent, workmanlike manner in accordance with industry standards, the provisions of the inspection contract (where applicable) and applicable laws and governmental regulations, provided that Client performs his/her/its obligations to Company under this Warranty and the applicable home inspection contract. The Company's Warranty shall expire 100 days after the date of the inspection or 30 days after the Client takes possession. ("Warranty Period"). This Warranty shall only be effective if Client notifies the Company of the breach of this Warranty within the "Warranty Period. The Company's sole and exclusive obligation for breach of this Warranty shall be, at the Company's option, to (a) use commercially reasonable efforts to perform the home inspection services in a manner that conforms to the warranty, or if the services cannot be completed, (b) make payment to Client in the amounts specified in this document for the nonconforming services. The remedies set forth in this paragraph are Client's exclusive remedies for any breach of warranty.

*Warranty coverage information and pages 2&3 of this document are available upon request.

Covered Professional Services and Coverage Amounts

Coverage Amounts: This Warranty will only provide payment for nonconforming Professional Services related to any system or component that is within the building's foundation and up to a total **maximum amount of FIVE HUNDRED (\$500) Dollars in the aggregate**. Once the maximum amount is exhausted no further coverage for any nonconforming Professional Services will be afforded to the Client by this Warranty. The individual coverage amounts for the Professional Services provided regarding each system or component inspected by the Company which are subject to this Warranty are set forth in detail below.

Covered Professional Services by Identified Systems and Components: The Warranty does not cover the Professional Services rendered regarding every system and component inspected as part of the Professional Services. It only applies to the Professional Services regarding a system or component where the Company determined that the subject system or component was functional at the time of the inspection. The Professional Services related to the following systems and components are covered by this Warranty, subject to all of the other terms and conditions of this document: Individual coverages for non-conforming professional services are broken out by systems. **Coverage amounts per system are: Plumbing - \$100, Electrical - \$200, Built-in Appliances - \$200, HVAC - \$200, Garage - \$100, Structure - \$500**

- **Excluded Items:** This Warranty does not cover Professional Services related to one or more of the following systems and components and/or categories of damages related to the nonconforming Professional Services:
 - Any and all systems and components excluded from the home inspection as identified in the inspection report;
 - Any and all secondary and consequential damages related in any way to any Professional Services that are the subject of any claim made to the Company;
 - Any item that is covered by another warranty, such as a 1-year home warranty, except that this warranty will only cover up to a maximum of sixty five (65.00) dollars towards the deductible;
 - any system or component installed or method utilized to control or remove suspected hazardous substances; any system or component which was shut down or otherwise inoperable at the time of the home inspection; public or private waste disposal systems; any system or component damaged due to lack of normal maintenance and proper care of the home or according to the warranties of manufacturers of items, and generally accepted standards of the state in which the home is located where such damage occurs after the home inspection; any system or component that is covered by a manufacturer's warranty; any loss or damage caused by fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes;
 - any system or component not specifically identified as a Covered Professional Services by Identified Systems and Components in this Warranty;
 - any system or component not functional at the time the Professional Services were rendered; consequential or incidental damages;
 - Professional Services related to any system or component where connecting piping, wiring and/or components were not readily accessible and visible at the time the Professional Services were rendered;
 - any alleged nonconforming Professional Services that is presented for coverage because it relates to a system or component that is not in compliance with codes, regulations and/or ordinances;
 - any system or component damaged or nonfunctional due to rust or corrosion or any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminants in soil, water, and air;
 - any stoppage of water regardless of the reason and any leaking faucets or shutoff valves; any system or component which is 10 years old or older.
- **Not an Insurance Policy, Service Contract or Home Warranty:** The intent and purpose of this Warranty is not to provide insurance coverage of any kind. It is not a contract whereby one undertakes to indemnify another against loss, damage, or liability arising from a contingent or unknown event as defined by Cal Ins Code § 22.
- It is not a home protection contract as defined by Cal Ins Code § 12740, and the Company is not a home protection company also defined by Cal Ins Code § 12740. It is not a contract or agreement by which the Company, for consideration or not, promises to pay the Client upon the destruction, loss or injury of something in which the Client has a pecuniary interest, or in consideration of a price paid, adequate to the risk, becomes security to the Client against loss by certain specified risks or to grant indemnity or security against loss for a consideration. Coverage is not predicated on the happening of any fortuitous event, any contemplated future occurrence or event, or any agreement by Company to indemnify the Client against loss or damage to any system or component of the inspected property. The Company is not offering to provide the value of repair, replacement or servicing of any inspected system or component, or to offer to make any such repairs, replacement or servicing. This Warranty is not insurance of the risk that any inspected system or component will remain free from defect for any period of time. This Warranty is not a service contract.



Professional Services Limited Warranty



The Best Inspection Possible Plus Our Inspection Warranty!

Exclusion of Other Warranties: EXCEPT FOR THE WARRANTY SET FORTH IN HEREIN, THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS". THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICE WITH RESPECT TO THE PROFESSIONAL SERVICES OR OTHER MATERIALS DELIVERED BY THE COMPANY. NO WARRANTIES SHALL ARISE UNDER THESE TERMS AND CONDITIONS FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL THE COMPANY'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL VALUE OF AMOUNTS TO BE PAID FOR NONCONFORMING PROFESSIONAL SERVICES RELATIVE TO THE SYSTEMS AND COMPONENTS AT ISSUE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO THE CLIENT FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES CAUSED BY A BREACH OF THIS WARRANTY, WHETHER OR NOT THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

Procedures for making a claim:

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- 1) Check to make sure you purchased or received a 1 Year Home Warranty with your home purchase. If you received one, utilize that warranty for claims on failures on systems or components. Your 1 Year Home Warranty is different from this "Professional Services Warranty" and must be utilized first for any items that have failed after you move into your home. You must file any home warranty claims first before filing a claim on this warranty.
- 2) The Client must notify All Points Inspection Service of the issue by email. The Client must write a detailed account documenting the issue they are making a claim about, including specific identification of any nonconforming Professional Services. The account should include any photographic evidence of the alleged nonconforming Professional Services, any reports or other documents prepared by a third-party and delivered to the Client that addresses the system or component involved in the alleged nonconforming Professional Services. Client's name, phone number where the Client can be reached, the Client's complete address, and a copy of the home inspection report prepared for you by the Company must be included. This email must be received by All Points Inspection Service Inc. prior to the expiration of the Warranty Period.
- 3) Claims will only be processed after all necessary information has been received by All Points from the Client and all required documentation must be received within ten (10) days ("Documentation Period") following the expiration of the Warranty Period or any extension thereof. Failing to provide the required information within the Documentation Period will result in denial of the claim. All claim decisions made will be final.

Send all required documentation/information to:

All Points Inspections Inc.

Email: allpointswarranty@gmail.com

1005 Court Street

Inspection Booking Assistance: 530.304-6404

Woodland, CA 95695

707.310-8019

Call Porch Home Assistant to set up your home services & utilities: 1-844-314-1347