



Kerr & Miller Construction Inc. Limited Warranty

Terms and Conditions

Timeline: The Warranty is valid for a period of one-year following the date of issue of the final invoice unless otherwise stated in the contract documents.

Coverage: The Warranty covers all projects to the extent they are described in the quote unless stated otherwise in the contract documents. Coverage is limited to the original owner of this Warranty as indicated on the certificate and is not transferrable. Coverage as it pertains to labour and material is as follows:

Labour: The Warranty is applicable to claims for deficiencies arising from sub-standard labour practices and improper installation of materials.

Material: The Warranty does not apply to claims arising from defective materials where such material is of adequate quality at the time of installation except as may be covered by warranties offered by the manufacturer of said material. Such claims shall be subject to coverage/limitations as may be indicated by such third-party warranties. In the event of a claim comprised entirely or in part of material defects, the regular Liability Limitation shall apply to the installation or replacement of such defective material only.

Supplemental: The Warranty may be subject to additional terms and conditions as outlined on the reverse side of this sheet, initialed and dated by such agents as may be authorized by the Company to amend this Warranty.

Initiating Resolution: To make a claim, clients should email 'info@kandmconstruction.ca' with photos and a brief written description of the issue. We will review claims promptly and respond accordingly.

Claim Assessment: Upon receipt of a client's claim, Kerr & Miller Construction will conduct a thorough assessment to determine the nature and validity of the concerns raised. This assessment may include on-site inspections, review of provided documentation, and discussions with relevant parties. We aim to complete the assessment promptly and communicate our findings to the client, outlining the proposed resolution and any necessary actions to be taken.

Voiding the Warranty: The Warranty may be voided in the event there are modifications or damage following completion of the work, force majeure, or poor maintenance. Each case will be evaluated individually.

Responsibility for Sub-Trade Deficiencies: The Warranty may not always extend to sub-trade deficiencies, but we are still committed to working closely with the client to resolve any such issues amicably and efficiently.

Preferred Resolution: If a claim is accepted an appropriate resolution will be undertaken. Resolutions may include our fixing the issue at cost, providing a rebate, or offering heavily discounted services to modify or repair the work.

Liability Limitation: The Warranty covers costs up to \$1,500.00, including material as may be needed to remedy the works and labour. The labour rate may be waived in cases where faulty workmanship has been the basis of a claim.

Client Responsibilities: Clients are responsible for regular maintenance of the completed project to ensure the Warranty remains valid. Cumulative damage resulting from a deficiency that is not promptly addressed by the client may void the Warranty. Please call us right away if you notice anything amiss!

Legal Considerations: The 'K&M Warranty' is subject to the laws of the Province of Ontario. This Warranty is supplementary to any warranties or warranty periods that may exist as prescribed by contract, law, by-law or development requirements.

We, the undersigned, proudly commit to the values and promises enshrined in the K&M Warranty.

Handwritten signature of Nigel Kerr in black ink.

Nigel Kerr, Partner
Kerr & Miller Construction

Handwritten signature of Cameron Miller in black ink.

Cameron Miller, Partner
Kerr & Miller Construction

Kerr & Miller Construction Inc.

WARRANTY *Certificate*

This warranty certificate serves as an official document affirming the issuance of the accompanying warranty for the specified product or service. The holder of this certificate indicated herein is entitled to the benefits outlined in the associated warranty terms and conditions effective from the date indicated therein.

Please retain this certificate along with the original purchase invoice and warranty documentation for future reference and to facilitate any potential warranty claims or services.

Customer Name: _____

Address: _____

Invoice No.: _____

Authorized by: _____

Signature: _____

Date: _____

