

**CERTIFICATE OF LIMITED WARRANTY - PURCHASED UNIT**

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF THE WARRANTOR, EITHER EXPRESS OF WHICH MAY BE IMPLIED BY LAW, INCLUDING ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS CERTIFICATE OF LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL SECONDARY, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.

I. GENERAL.

A. Identity of Warrantor. PRINTERS CORNER, INC., an Illinois corporation, is the Warrantor under this Limited Warranty.

B. Purchased Unit. The Purchased Residential Unit commonly known as Unit \_\_\_\_\_, 171 West Polk Street, Chicago, IL 60605.

C. Purchase Price for the Purchased Residential Unit. The Purchase Price paid by the Purchaser for the Purchased Residential Unit is \_\_\_\_\_ (\$\_\_\_\_\_).

D. To Whom Given. This Limited Warranty is extended to \_\_\_\_\_ as purchaser (the "Purchaser") and as the first owner to occupy as a residence the Purchased Residential Unit. This Certificate of Limited Warranty is non-transferable and any obligation under it terminates if the Purchased Residential Unit is resold or shall cease to be occupied by Purchaser.

E. Warranty Period. This Limited Warranty shall commence on the Closing Date and shall continue for a period of one (1) year immediately thereafter (the "Warranty Period"). For purposes of this Limited Warranty the Closing Date is \_\_\_\_\_ (the "Warranty Commencement Date").

F. Coverage. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Warrantor warrants that the Purchased Residential Unit will be free from latent defects due to faulty materials or workmanship and from major construction defects, except as limited and clarified in this Certificate of Limited Warranty. NO REPRESENTATIVE OR SALES PERSON OF WARRANTOR HAS THE AUTHORITY TO EXPAND THE SCOPE OF OR EXTEND THE DURATION OF THIS LIMITED WARRANTY OR TO MAKE AGREEMENTS WITH RESPECT THERETO.

G. Definitions. For the purposes of this Limited Warranty, the following terms shall have the meanings prescribed hereinbelow:

1. "faulty materials or workmanship" are materials or workmanship that are not in compliance with the applicable building codes regulating construction in the City

of Chicago. Inspection by the governmental jurisdiction will provide evidence of compliance; and

2. "latent defects" are limited to those defects that are not apparent at the time of Purchaser's pre-occupancy inspection but which become apparent and of which warrantor is notified in writing within one year from the Warranty Commencement Date.

H. Warrantor's Performance. If a latent defect occurs in an item that is covered by this Limited Warranty, the Warrantor will repair, replace, or pay you the reasonable cost of repairing or replacing the defective item. The Warrantor's total liability under this Limited Warranty is limited to the Purchase Price of the Purchased Residential Unit. This Limited Warranty does not extend to and Warrantor shall not be liable for incidental or consequential damages. The decision to repair or replace or make payment of the reasonable cost of repair or replacement shall be made by Warrantor. Steps taken by the Warrantor shall not be obliged to remedy any latent defects where otherwise required pursuant to this Limited Warranty unless and until you notify Warrantor in writing of the latent defect prior to the expiration of the Warranty Period.

I. Insurance. In the event the Warrantor repairs or replaces, or pays the cost of repairing or replacing any latent defect covered by this Limited Warranty for which you are covered by Insurance, upon request by the Warrantor, you shall assign the proceeds of such insurance to the Warrantor to the extent of the cost of the Warrantor of such repair or replacement.

## II. LIMITATIONS AND EXCLUSIONS

A. Limitations. The Limited Warranty of the following conditions and/or items is specifically limited as follows:

1. Caulking. Exterior caulking and caulking in bathtubs and shower stalls will normally crack and should not be considered a problem. The Warrantor hereby warrants exterior caulking and caulking in the bathtubs and shower stalls and floor and wall tile grouting in the Purchased Unit for a period of 90 days from the Warranty Commencement Date.

2. Faucets, Toilet Adjustments and Door and Door Frame Adjustments. The Warrantor hereby warrants this condition for a period of 90 days from the Warranty Commencement Date.

3. Wall Pops or Cracks. Wall pops or cracks in walls, floor or ceiling are excluded from this Limited Warranty as such conditions do not result from faulty workmanship or defective materials but are the result of natural shrinkage, drying out of building materials, normal settlements of the Purchased Unit, seasonal changes, normal habitation of the Purchased Residential Unit, wind loads or changes, normal movement of the components. Such occurrences are common in gypsum wall board installation and are a homeowner's maintenance responsibility. If abnormal conditions occur, such as excess

compound in joints, trowel marks, cracked corner boards or tape blisters, within the Warranty Period, Warrantor will make corrections, but only once, within a reasonable time. Warrantor will not repaint, wallpaper or decorate walls or ceilings of any repaired area.

4. Masonry Leaks. Leaks due to snow or rain driven through masonry block are excluded; provided that Warrantor will reseal masonry block if any seepage develops during the Warranty Period.

B. Exclusions. The following are not covered by this Limited Warranty:

1. Separate agreements. Any work included in a separate agreement or contract between the Purchaser and any particular contractor or third party involved in any constructions or improvements contracted for by Purchaser. The Warrantor has no responsibility for warranty enforcement in the area of such separate agreement and/or contract.

2. Cracks, chips, dents, scratches, etc. Cracks, chips, dents, scratches, marks or spots in the following are excluded from this Limited Warranty unless such items were listed on the pre-occupancy Punch List: tile, walls, doors and woodwork, cabinets and vanities, counter tops and vanity tops, kitchen sink, appliances, plumbing fixtures, mirrors, medicine cabinets, light fixtures, windows and screens, garage door and brick or building face.

3. Resilient flooring. Improper care and use will nullify any warranty pertaining to vinyl or resilient tile. Failure to use recommended floor protectors and furniture rests, improper rolling casters under furniture and appliances, abuse or accidents including but not limited to burns, cuts, scratches, scuffs, and indentations due to shoes or other hard items, any stains from asphalt driveways or carpet dyes, or damages caused by the presence of excessive moisture or alkaline substances. This Limited Warranty does not cover any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.

4. Condensation. Any damage cause by condensation that may occur during seasonal weather changes as a result of using the bathroom or kitchen exhaust.

5. Improper use. Any damage caused by improper use of a humidifier that may occur during seasonal weather changes.

6. Appliances, equipment, personal property and fixtures. Appliances, equipment, personal property and fixtures (including such items as oven, range, dishwasher and disposal) which are consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations) are not covered by the Limited Warranty or any other warranty from Warrantor. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, are assigned and delivered to Purchaser, who should contact the manufacturer directly.

Warrantor is not responsible for the performance of any manufacturer under such manufacturer's warranty.

7. Items not part of the Purchased Residential Unit. Any bodily injury, and damage to personal property, or damage to real property that is not part of the Purchased Residential Unit.

8. Other damage. Any damage to the extent it is caused or made worse by:

(a) Negligence, improper maintenance or improper operation by anyone other than the Warrantor or its employees, agents, contractors or subcontractors;

(b) Failure to give notice to the Warrantor of any defect within the warranty period;

(c) Changes in the grading of the ground by anyone other than Warrantor, or its employees, agents or subcontractors; or

(d) Any modification or repair made by the Purchaser or any improvement made to the Purchased Unit by Purchaser.

9. Other work or materials. Any defects in, or caused by materials or work supplied by anyone other than the Warrantor, or its employees, agents or subcontractors.

10. Normal wear and tear. Normal wear and tear or normal deterioration.

11. Accidental loss or damage. Accidental loss or damage from causes such as, but not limited to: fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water tables, glass breakage, windstorm, hail, lightning, falling trees, aircraft, flood, vehicles, earthquakes and acts of God.

12. Non-residential purposes. Any loss or damage that arises while the Purchased Residential Unit is being used primarily for non-residential purposes.

13. Floor squeaks. Extensive research and writing on the subject concluded that much has been tried, but little can be done about oak and plywood floor squeaks. Generally these will appear and disappear with changes in weather conditions.

14. Brick/limestone discoloration. Brick, block and limestone may discolor due to the elements, rain run, weathering, or its innate materials.

15. Insects. Insect damage

16. Stain woods. Woods, cabinets, paneling, door and wood trim all have

variations in wood grain and color. These variations cannot be controlled.

17. Paint. Good quality paint has been used internally and externally, primed and finished. Chips, cracks and peeling are common items due to causes other than the paint or its application.

### III. HOW TO MAKE A LIMITED WARRANTY CLAIM

A. In Writing. All claims for warranty work under this Limited Warranty shall be submitted to the Warrantor in writing to Printers Corner, Inc., 2708 Grant Street, Evanston, Illinois 60201-2002.

B. Inspection. Warrantor or its representative agrees to inspect the Purchased Unit after receipt of Purchaser's notification and shall prepare a written report of claim and proposed work to be performed to correct the same.

C. Timetable. Warrantor and Purchaser shall mutually agree on a timetable for the performance of work and access to the Purchased Unit. Warrantor shall be responsible for supervising the performance of all work performed on the Purchased Unit under this Certificate of Limited Warranty.

### IV. MISCELLANEOUS

A. Governing Law. This Limited Warranty is governed by and shall be construed pursuant to the laws of the State of Illinois

B. Invalidity and Unenforceability. If any provision of this Limited Warranty or the application of such provisions to any person or circumstance, shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Limited Warranty, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

C. Notices. All notices required or permitted by this Limited Warranty shall be in writing and may be served either by personal delivery or by mailing to the last known address of the party to whom it is directed by reliable courier service or overnight delivery service or by facsimile transmission or by certified mail, return receipt requested. The notice shall be deemed given on the date received by the addressee.

D. Successors and Assigns. This Limited Warranty is binding upon and inures to the benefit of the parties hereto and their affiliates, subsidiaries, heirs, executors, administrators, personal representatives, successors and assigns.

E. Independent Agreement. This Limited Warranty is independent of the Contract for purchase of the Purchased Residential Unit between Purchaser and Warrantor. Nothing contained in such Contract or any other agreement between Purchaser and any other party can restrict or override the provisions of this Limited Warranty.

F. Entire Understanding. This Certificate of Limited Warranty contains the entire understanding between Purchaser and Warrantor concerning the matters contained herein. There are no representations, agreements or understandings, oral or written, between the parties hereto, relating to the subject matter of this Certificate of Limited Warranty, which are not fully expressed herein.

PRINTERS CORNER, INC.,  
an Illinois corporation

RECEIPT OF CERTIFICATE OF LIMITED WARRANTY

I (WE), AS PURCHASER(S), HAVE READ, UNDERSTAND AND ACCEPT THE CERTIFICATES OF LIMITED WARRANTY FOR THE UNIT AND THE COMMON ELEMENTS AND AGREE THAT SAID CERTIFICATE OF LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF THE WARRANTOR, UNDER THE PURCHASE AGREEMENT OR OTHERWISE, EITHER EXPRESS OF WHICH MAY BE IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED. THIS CERTIFICATE OF LIMITED WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL SECONDARY, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.

IF THERE EXISTS ANY AMBIGUITY OR INCONSISTENCY BETWEEN THIS CERTIFICATE OF LIMITED WARRANTY AND ANY OTHER DOCUMENT OR AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PURCHASE AGREEMENT, THE TERMS AND CONDITIONS OF THE CERTIFICATE OF LIMITED WARRANTY SHALL, IN ALL INSTANCES, CONTROL AND PREVAIL.

I (WE) HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING THE CERTIFICATE OF LIMITED WARRANTY AND ITS CONTENTS.

DATED: \_\_\_\_\_

PURCHASER(S):

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_