

WAIVER OF BUILDER WARRANTY ON BUYER-SUPPLIED MATERIALS

Abstract:

The purpose of this document is to release Superior Builders and/or contractors from liability for claims arising from the use of material(s) supplied by the buyer, outside of the normal builder approved supply chain.

Superior Builders encourages using only builder-supplied and approved materials in the construction of your new home. This helps to ensure that all materials are compatible for fit and function, as well as timely delivery of materials to prevent construction delays.

Buyer Responsibilities:

If buyer wishes to supply any materials in lieu of normal supply procedures, the following conditions must be met:

- All buyer-supplied material requests must be pre-approved by Superior Builders no later than 15 days following signing of new home-construction contract, and shall be accompanied by this signed Materials Waiver form. A signed Materials Waiver form shall be considered a contract addendum.
- Buyer agrees to purchase only new materials, sealed in their factory packaging (if applicable). Previously opened, demonstrator, refurbished, or materials in otherwise “not new” condition may not be used.
- Buyer agrees to provide materials in a timely manner, on date(s) indicated by Superior Builders. Furthermore, buyer assumes all responsibility for replacement of any materials lost, mislaid, delivered by mistake, or otherwise missing from jobsite.
- Buyer agrees to assume all liability in using self-supplied materials, including but not limited to: damage to structure or other materials arising from the use of said materials, all replacement and/or repair costs arising from use and/or failure of said materials (including all tools and labor costs), and any personal injuries directly resulting from the storage, installation, and/or use of said materials. This is including any damage(s) resulting from the delivery of said materials.
- Buyer agrees to assume any and all costs associated with the installation of any materials that require time, labor, and/or specialty tools beyond that which may be considered “typical”, at the discretion of Superior Builders.
- Buyer agrees to assume any and all costs associated with corrective measures that may be necessitated by materials missing items, defective materials, or materials not delivered in a timely fashion.
- Buyer agrees to assume any and all costs not listed above, including but not limited to: replacement of buyer-supplied materials with original-specification materials, replacement with additional or supplemental buyer-supplied materials, service run costs arising from initial installation or “call backs” to diagnose/repair said materials.

Final Authority:

Superior Builders reserves sole authority for final approval or denial of any and all buyer-supplied material request(s). This includes, at their discretion, reversal of any previously-approved request(s), should it become apparent that those previously-approved materials no longer appear to be compatible, or a failure of timely delivery adversely affects the construction timeline.

Buyer 1 (Print Name)	Buyer 1 (Signature)	Date
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Buyer 2 (Print Name)	Buyer 2 (Signature)	Date
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Superior Builders Representative (Name & Title)	Signature	Date
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