

LIMITED WARRANTY

BUYER:

PREMISES:

WARRANTOR: Larkin Real Estate Group, Inc.

1. PERSON(S) COVERED: The Limited Warranty is given by Warrantor to Buyer, its successors, heirs and assigns.
2. COMMENCEMENT AND DURATION OF COVERAGE: The term of this Limited Warranty shall commence on the date of delivery of the deed to Buyer ("Commencement Date"). The term of this Limited Warranty shall expire upon the expiration of one year from and after such commencement date. Notwithstanding anything else set forth herein to the contrary, corrective work performed by the Warrantor pursuant to this Limited Warranty will be covered by the same one (1) year Limited Warranty set forth herein and such coverage will extend from the date such corrective work is completed for one (1) year thereafter. Warrantor shall have absolutely no liability or responsibility under this Limited Warranty, or under any warranties implied by law, or otherwise, for defects arising or claims asserted after the expiration of the term of this Limited Warranty.
3. LIMITATION OF WARRANTIES: The only express warranties of Warrantor are those expressed in this document. Without limitation, Warrantor hereby disclaims any warranty of merchantability of fitness for a particular purpose; and except for any warranties included in the Purchase and Sale Agreement, implied by law and not subject to exclusion, there are no warranties which extend beyond the express warranties set forth herein. The term of any warranties of Warrantor implied by law shall end upon the termination date of this Limited Warranty specified in Section 2 or as otherwise provided by Massachusetts' law.
4. WARRANTY COVERAGES: Excluding appliances and equipment covered by manufacturer's or supplier's warranties as referred to in Section 5, and subject to the exclusions set forth in Section 6 the coverage of this Limited Warranty is as follows:
 - A. Roof: The roof and exterior coverage of the Unit is warranted against leakage of water due to defects in materials or workmanship. Damage due to ice backup is not warranted.
 - B. Interior and Exterior Structure: The interior and external construction and structural components that are part of the Unit (for the definition of what constitutes a Unit, see Master Deed), are warranted against defects in material and workmanship and against substantial shifting or settling and damage to the Unit resulting therefrom.
 - C. Plumbing and Sewage: The plumbing, sewage disposal and any drainage systems are warranted against defects in materials and workmanship.

- D. Electrical System: All wiring and other components of electrical systems are warranted against defects in materials and workmanship.
- E. Heating and Air-Conditioning Systems: The heating system and or air-conditioning system is warranted against defects in materials and workmanship. It is warranted that the Seller will heat the Unit to a temperature of seventy degrees (70°) with a zero degree (0°) external temperature and the air conditioning system will cool the Unit to seventy degrees (70°) or twenty degrees below (20°) the external temperature, whichever is higher.
- F. Windows and Doors: All windows and doors are warranted against defects in materials, installation and workmanship.
- G. Appliances and Equipment: Each appliance and piece of equipment included in the sale to Buyer (except such appliances and equipment as are covered by a manufacturer's or supplier's warranty referred to in Section 5) are warranted against defects in materials and workmanship.
- H. Basement: The basement will be free of water caused by seepage occurring during periods of normal high water table, or caused by springs. Seller assumes no responsibility for personal items stored in basement

5. MANUFACTURER'S AND SUPPLIER'S WARRANTIES:

- A. Warrantor hereby assigns, transfers and passes through to Buyer (without recourse in any event) each and every warranty (if any) made or furnished to Warrantor by the manufacturer and/or supplier of each appliance and piece of equipment in the Unit , and included in the sale of the Unit to Buyer. All manufacturer's or suppliers' warranties and forms therefore have been delivered to Buyer at or before closing.
- B. Warrantor advises Buyer that manufacturers or supplier's warranties may include specific procedures, which must be followed to make such warranties effective. The procedure may require notification or registration by Buyer or with the manufacturer or supplier, or the mailing of a warranty card by the BUYER to the manufacturer or supplier. Such notification, registration and mailing are Buyer's sole responsibility, provided Warrantor has delivered such materials to the Buyer a reasonable time before such materials should be sent to the manufacturer or supplier.
- C. Buyer's failure to notify, register, or mail a warranty card, according to any manufacturer's or supplier's requirement shall not create any liability of Warrantor for any express or implied warranty with respect to such appliance or equipment, provided Warrantor has delivered such materials to the Buyer a

reasonable time before such materials should be sent to the manufacturer or supplier.

- D. It is the sole responsibility of the Buyer to follow the manufacturer's or supplier's warranty claim procedure in the event of any defect in any item covered by such warranty.

6. EXCLUSIONS FROM COVERAGE: Warrantor expressly disclaims responsibility:

- A. Defects of any nature in appliances or equipment covered by manufacturer's or supplier's warranties.
- B. Ordinary wear and tear: Light bulbs, fuses, washers and other ordinary replacement items, and damage due to abusive use, misuse or lack of proper maintenance of the Unit and Common Area, such as, but not limited to, putting inappropriate materials into water closets, garbage disposals or drains, overloading electrical or other systems, breakage, chipping, denting, loss or misplacement of removable parts; and damage caused by the wrongful or negligent act or omission of Buyer or any person other than Warrantor.
- C. Defects in items supplied, installed, or worked on by Buyer or anyone other than Warrantor or subcontractors at Warrantor's order.
- D. Failure of the heating or air-conditioning systems to provide temperatures outside the design ranges of the system.

7. CLAIMS PROCEDURE AND WARRANTOR'S ACTION:

- A. Buyer shall (in all events prior to the end of the term specified in Section 2) notify Warrantor in writing, at the address appearing at the bottom of this Limited Warranty or by email or fax to any email address or fax number of Warrantor, of any claim under this Limited Warranty or any warranty implied by law. Buyer shall suitably describe the claimed defect and advise Warrantor when Buyer will be at the Premises during normal business hours, so that Warrantor can schedule a service call appropriately. If Buyer believes that there is an emergency and that delay may cause additional damage, Buyer may telephone Warrantor at the number listed at the bottom of this Limited Warranty.
- B. In each instance in which (a) Warrantor receives a written report (or telephone report in case of an emergency), which may be by email or fax, from Buyer describing a claimed defect pursuant to paragraph A, and (b) a defect exists which is covered by this Limited Warranty (or by any warranty implied by law and not permitted by law to be disclaimed) Warrantor will cause such defect to be repaired or the defective item to be replaced at the choice of the Warrantor, at no cost or charge to Buyer.

- C. Any repair or replacement, and any adjustment, by Warrantor pursuant to paragraph B shall be performed by Warrantor or subcontractors chosen by Warrantor and shall be completed within thirty (30) days (or such greater period as is reasonable in the circumstances) after Warrantor receives notice of such defect unless such completion is delayed by weather conditions, labor problems, material shortages, or other cause beyond Warrantors reasonable control.
 - D. The materials and methods used to make repairs shall be within the Warrantor's discretion, provided, however, the Warrantor shall use best efforts to use materials of same-kind and same-brand. All repair, replacement or other work performed by Warrantor pursuant to this Warranty shall be constructed in a good and workman-like manner using first-class, materials and shall be constructed to match the level of craftsmanship of the rest of the home all to Buyer's reasonable satisfaction.
 - E. The foregoing repair or replacement actions shall constitute Warrantor's sole and complete obligations under this Limited Warranty or otherwise.
8. LIABILITY: The warranties and other obligations, if any, of Warrantor under or with respect to this instrument do not constitute personal obligations of the officers or employees of Country Estates of Medfield, LLC in respect to such instrument and do not seek recourse against such officers or employees, or any of them, or any of their personal assets for such satisfaction.
9. SEVERABILITY; NO WAIVER: In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of the Limited Warranty shall remain in full force and effect. No waiver by Warrantor at any time of any of the provisions at any subsequent time or of any other provisions at any time.
10. It is further agreed that the Warrantor is not liable for any representations made by any real estate broker, or salesperson, in selling these Premises to the Buyer.
11. This Warranty shall be governed by Massachusetts law.

NOTE: This Limited Warranty gives you specific legal rights, and you may also have other legal rights, which vary, from state to state. This Limited Warranty is intended to survive the tendering of the deed to this Premises.

WARRANTOR: Larkin Real Estate Group, Inc.
Attn: Patrick Larkin

ADDRESS: 29 Hospital Road, Medfield, MA 02052

TELEPHONE: 978-837-6677

Receipt of a copy of this Limited Warranty is acknowledged, and the terms and conditions of this Limited Warranty are hereby accepted and agreed to.

BUYER:

DATE

BUYER:

DATE

WARRANTOR:

DATE