

## LIMITED WARRANTY CERTIFICATE

1. In this Limited Warranty Certificate:
  - “NCLTS” means Northern Community Land Trust Society.
  - “the Purchaser” means \_\_\_\_\_.
  - Civic address of the Property is Unit \_\_\_\_\_, 84 Rampart Ave., Whitehorse, Yukon.
  - Legal description of the Property is Unit \_\_\_\_\_, CC \_\_\_\_\_, Whistle Bend Subdivision, Whitehorse, Yukon.
  - “Date of Possession” means \_\_\_\_\_.
  - “the Unit” means the condominium unit sold by NCLTS to the Purchaser.
2. Subject to the receipt of written notice of defects from the Purchaser to NCLTS within **one year** after the Date of Possession, NCLTS hereby warrants to the Purchaser that it will repair or replace any defect in any component installed as part of the Unit which defect is the result of faulty construction or materials and which causes the component not to meet applicable Building Code standards or which defect restricts the normal, intended use of all or part of the Unit.
3. This Limited Warranty shall not apply if such defect existed at the Date of Possession but of which NCLTS was not notified.
4. NCLTS’s total liability for all defects is limited to the original sales price of the Unit completed.
5. This Limited Warranty shall not apply if such defect is caused by misuse or damage by accident or if the component in question has not been provided proper maintenance and care. This Limited Warranty does not cover any items of maintenance relating to the Unit.
6. NCLTS can make no warranty agreements regarding appliances or "manufactured products" included in the Unit. However, NCLTS shall assign to the Purchaser any transferable manufacturers' warranties covering appliances or "manufactured products" installed as part of the Unit. The Purchaser shall bear the responsibility of completing and returning manufacturers' warranty registration cards.
7. The following items shall not be considered defects in workmanship and materials:
  - (i) defects in materials, appliances, design and workmanship supplied by the Purchaser;
  - (ii) normal cracks in plaster, paint, drywall, masonry, stucco and concrete;
  - (iii) normal shrinkage or warpage of materials;
  - (iv) defects arising from normal wear and tear or improper or inadequate maintenance by the Purchaser including damage caused by or, resulting from,

dampness or condensation due to failure of the Purchaser to maintain adequate heat and/or ventilation;

(v) defects in workmanship or materials in alterations made by the Purchaser and defects in workmanship or materials supplied by NCLTS arising from such alterations made by the Purchaser;

(vi) soil/backfill consolidation around the Property or along utility lines;

(vii) defects resulting from an act of God or on account of acts or omissions of a third party for whom NCLTS is not at law responsible;

(viii) a defect in any item specifically agreed between NCLTS and the Purchaser as excluded from this Limited Warranty;

(ix) damage caused by the Purchaser or their agent(s) at the time of move-in or thereafter; and

(x) matters of contract between NCLTS and Purchaser not otherwise covered by this Limited Warranty Certificate.

8. This Limited Warranty is in lieu of any other warranty, expressed or implied, concerning the Unit. NCLTS specifically excludes all implied warranties of habitability, merchantability and fitness for a particular purpose. The obligation of NCLTS is limited solely to the repair or replacement of the defective component and does not extend to any damage, harm, consequential or incidental damages resulting thereby.

\_\_\_\_\_  
*Purchaser*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*2<sup>nd</sup> Purchaser if applicable*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Representative of NCLTS*

\_\_\_\_\_  
Date