

ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.

The report(s) does not cover (unless specifically stated):

- | | | | |
|--|------------------------|---------------------|--|
| • underground utilities | • playground equipment | • fuel tanks | • mold |
| • wells/springs | • cosmetic items | • drain fields | • the suitability of the property for any specialized use |
| • solar systems | • security systems | • personal property | • the market value of the property or its marketability |
| • underground items | • sprinkler system | • cesspools | • the methods, materials and costs of corrections |
| • pools | • central vacuum | • appliances | • any component or system which was not observed |
| • septic tanks | • detached structures | • water treatment | • life expectancy of any component or system |
| • elevators | • defects unobserved | • code compliance | • the advisability or inadvisability of purchase of the property |
| • environmental hazards | • fuel quality | • chimney/flues | • items not permanently installed |
| • the presence or absence of pests such as wood damaging organisms, rodents or insects | | | • The causes of the need for a repair |

DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY (Sat.) - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) - Indicates the component will probably require repair or replacement anytime within five years.

POOR - Indicates the component will need repair or replacement now or in the very near future.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.