

HSA Warranty

As a referral and billing service, HSA refers an independent contractor to the HSA customer. HSA is not a general contractor, nor does it provide contracting services. The Referred Contractor is responsible for the performance of any job or contract negotiated and entered into between the Referred Contractor and the customer and the fulfillment of any and all guarantees agreed to with the customer. In the event that the Referred Contractor does not fulfill their guarantee, HSA offers its own Customer Protection Plan to ensure the customer's satisfaction (as outlined in the "Terms" and "Warranty Period" below).

Terms of the HSA Customer Protection Plan: All payments are due and payable on the date of completion of the work and must be made payable only to HSA. The payment can be given to the Referred Contractor for submittal to HSA.

By making all payments through HSA, the customer is provided additional leverage in the event defective work is performed. If the customer notifies HSA within two days of the completion date of the work that the work is defective, the Referred Contractor will be expected to fulfill their guarantee and make corrective repairs before receiving payment from HSA. If such notification is made after two days from the completion date, but within the warranty period (see below), HSA will still endeavor to secure corrective repairs from the Referred Contractor. In the event that corrective repairs are not secured from the Referred Contractor, HSA will refer another contractor to perform corrective repairs at a cost to HSA not to exceed the contract price or \$1000, whichever is less. For the incurred cost to exceed this limitation, such new limits must be authorized only in writing by an officer of HSA prior to any work commencing.

The Customer Protection Plan is voided in the following circumstances: If payment is made for any service or any extra work directly to a Referred Contractor; a Referred Contractor supplies labour where the customer pays for materials (unless previously authorized by HSA); and any person other than an HSA Referred Contractor makes alterations or adjustments to the work performed by the Referred Contractor.

It is understood that this Agreement constitutes the entire agreement between the parties and that no representations, whether oral or in writing, shall in any way alter the terms of the Customer Protection Plan. Furthermore, nothing shall in any way restrict the right of HSA to bring an action against the customer for non-payment or any default under this Plan.

Warranty Period: The HSA Network of Referred Contractors agrees to warranty new work* they perform for HSA customers for a period of 1 year. The same warranty period applies to the Customer Protection Plan. Parts are covered by the manufacturers' warranty. Most repairs carry a 30 day warranty, with the exception of roof repairs, carpet cleaning/repair, and concrete/asphalt repairs.

*New asphalt paving carries a 90 day warranty, new roofs carry a 10 year warranty on labour and waterproofing carries a transferable 10 to 20 year warranty depending on repair method.