

STATE OF MINNESOTA REQUIRED WARRANTY:

According to Minnesota statute 327A.08 we are required to list the state's minimums for warranties which are located below. However, the Craftsmen warranty greatly exceeds the state requirement.

Statute 327A.02 Statutory Warranties - Subdivision 4

- a) The vendee or owner must allow an inspection for purposes of the preparation of an offer to repair the alleged loss or damage under subdivision 5. The inspection must be performed by the vendor or home improvement contractor within 30 days of the notification under section 327A.03, clause (a). Any damage to property caused as a result of an inspection must be promptly repaired by the inspecting party to restore the property to its preinspected condition.
- b) The applicable statute of limitations and statute of repose for an action based on breach of a warranty imposed by this section, or any other action in contract, tort, or other law for any injury to real or personal property or bodily injury or wrongful death arising out of the alleged loss or damage, is tolled from the date the written notice provided by the vendee or owner is postmarked, or if not sent through the mail, received by the vendor or home improvement contractor until the latest of the following:
 - (1) the date of completion of the home warranty dispute resolution process under section 327A.051; or
 - (2) 180 days.
- c) Upon completion of repairs as described in an offer to repair, the vendor must provide the vendee with a list of the repairs made and a notice that the vendee may have a right to pursue a warranty claim under this chapter. Provision of this statement is not an admission of liability. Compliance with this subdivision does not affect any rights of the vendee under this chapter.

Statute 327A.02 Statutory Warranties - Subdivision 5

- a) Within 15 days of completion of the inspection required by subdivision 4, the vendor or home improvement contractor must provide to the vendee or owner a written offer to repair. The offer to repair must include, at a minimum:
 - (1) the scope of the proposed repair work; and
 - (2) the proposed date on which the repair work would begin and the estimated date of completion.
- b) This subdivision does not prevent the vendee or owner from obtaining the information in paragraph (a) from another contractor or from negotiating with the vendor or home improvement contractor for a different scope of work.
- c) If the parties agree to a scope of work, the vendor or home improvement contractor must perform the repair work in accordance with the offer to repair. If the parties do not agree to a scope of work, the vendee or owner must submit the matter to the homeowner warranty dispute resolution process under section 327A.051.
- d) Upon completion of repairs described in an offer to repair, the vendor or home improvement contractor must provide the vendee or owner with a written notice that the scope of the work agreed upon has been completed.

Statute 327A.03 Exclusions

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following:

- a) loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the vendor or home improvement contractor had actual notice of the loss or damage;
- b) loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or directed to be installed;
- c) secondary loss or damage such as personal injury or property damage;
- d) loss or damage from normal wear and tear;
- e) loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards;
- f) loss or damage from dampness and condensation due to insufficient ventilation after occupancy;
- g) loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;
- h) loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;
- i) landscaping or insect loss or damage;
- j) loss or damage from failure to maintain the dwelling or the home improvement in good repair;
- k) loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize;
- l) loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence;
- m) accidental loss or damage usually described as acts of God, including, but not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards;
- n) loss or damage from soil movement which is compensated by legislation or covered by insurance;
- o) loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by the vendee or owner from a source independent of the vendor or the home improvement contractor;
- p) in the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.