



Inspection Services Terms & Conditions

- Client Managed Inspectors Warranty Disclaimer and Limit of Liability.** BUILT MAKES NO WARRANTIES EXPRESS OR IMPLIED AND SHALL HAVE NO LIABILITY RELATED TO CONSTRUCTION SITE INSPECTORS SOURCED AND MANAGED BY CLIENT (“CLIENT MANAGED INSPECTORS”). CLIENT IS SOLELY RESPONSIBLE FOR: (a) EVALUATING, SELECTING, AND PAYING CLIENT MANAGED INSPECTORS, AND (b) OVERSEEING ALL ASPECTS OF THE SERVICES PROVIDED BY CLIENT MANAGED INSPECTORS.
- Stakeholder Photos Warranty Disclaimer and Limit of Liability.** Client may elect to allow a person (e.g., borrower, builder) to take construction site progress photographs and submit those for review by Client using Built’s technology (“Stakeholder Photos”). CLIENT, AND NOT BUILT, IS SOLELY RESPONSIBLE FOR THE DECISION TO ACCEPT STAKEHOLDER PHOTOS AND FOR ANY DECISIONS AND ACTIONS MADE BASED ON THE STAKEHOLDER PHOTOS INCLUDING WITHOUT LIMITATION FUNDING DECISIONS. BUILT MAKES NO WARRANTIES EXPRESS OR IMPLIED AND SHALL HAVE NO LIABILITY RELATED TO THE STAKEHOLDER PHOTOS INCLUDING WITHOUT LIMITATION THE ACCURACY OR COMPLETENESS OF SUCH STAKEHOLDER PHOTOS.
- Built Network Inspectors.** If included in Client’s Services, Client may have access to construction site inspection professionals selected and managed by Built (“Built Network Inspectors”). If applicable to Client Services, Built Network Inspectors will provide Client with an Inspection Report following an assigned construction site inspection. The information included in the Inspection Report is limited to the following: (a) construction progress observed including noting percentage of completion of each line item; (b) photographs of construction site (applies to onsite inspections only); and (c) the time and date of inspection.
- Built Network Inspectors Warranty.** Built warrants that Built Network Inspectors are competent professionals.
- Inspection Services Warranty Disclaimer.** THIS WARRANTY DISCLAIMER APPLIES TO ANY INSPECTION SERVICES UTILIZING BUILT NETWORK INSPECTORS INCLUDING INSPECTOR ONSITE, INSPECTOR REVIEW, AND ANY OTHER SUCH SERVICES. CLIENT ACKNOWLEDGES THAT INSPECTION SERVICES ARE PROVIDED SOLELY FOR DETERMINING THE PERCENTAGE COMPLETION OF THE VARIOUS COMPONENTS OF THE CONSTRUCTION PROJECT(S). NEITHER BUILT NOR BUILT’S INSPECTORS MAKE ANY REPRESENTATIONS OR WARRANTIES OR PROVIDE ANY OPINIONS ON: (1) THE QUALITY OF CONSTRUCTION; (2) COMPLIANCE WITH APPLICABLE BUILDING CODES; (3) COMPLIANCE WITH THE CONSTRUCTION PLANS AND SPECIFICATIONS; AND/OR (4) ANY OTHER MATTERS BEYOND THE SCOPE OF THE INSPECTION REPORT. BUILT AND INSPECTORS DO NOT WARRANT OR GUARANTY THE PERFORMANCE OF THE WORK BY OR MATERIALS FROM ANY PROFESSIONALS, CRAFTSMEN, OR LABORERS INVOLVED IN ANY CONSTRUCTION PROJECT INCLUDING WITHOUT LIMITATION ANY ARCHITECT, DESIGNER, CIVIL ENGINEER, BIOLOGIST, GEOTECH, CONTRACTOR, OR SUPPLIER. CLIENT IS SOLELY RESPONSIBLE FOR REVIEWING THE INSPECTION REPORT AND FOR ANY DECISIONS AND ACTIONS MADE BASED ON THE INSPECTION REPORT INCLUDING WITHOUT LIMITATION FUNDING DECISIONS.
- Effect of Termination.** If this Agreement is terminated or expires, Client shall remain responsible for Fees associated with any inspection services requested or scheduled prior to such termination or expiration.