



Inspection Services Terms & Conditions

1. **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.
2. **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.
3. **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.
4. **Built Network Inspectors Warranty.** Built warrants that Built Network Inspectors are competent professionals.
5. **Inspection Services Warranty Disclaimer.** THIS WARRANTY DISCLAIMER APPLIES TO ANY INSPECTION SERVICES UTILIZING BUILT'S NETWORK OF INSPECTORS, INCLUDING WITHOUT LIMITATION INSPECTOR ONSITE, INSPECTOR REVIEW, AND ANY OTHER SUCH SERVICES ("INSPECTION SERVICES"). CLIENT ACKNOWLEDGES AND AGREES THAT INSPECTION SERVICES ARE PROVIDED SOLELY FOR THE PURPOSE OF DETERMINING THE PERCENTAGE OF COMPLETION OF THE VARIOUS COMPONENTS OF THE CONSTRUCTION PROJECT(S), BASED ON THE OBSERVATIONS OF EXISTING SITE CONDITIONS AND/OR STORED MATERIALS AT THE TIME OF THE SITE VISIT AND A REVIEW OF DOCUMENTS SUBMITTED BY CLIENT OR CONTRACTOR. NEITHER BUILT NOR BUILT'S INSPECTORS MAKE ANY REPRESENTATIONS, WARRANTIES, OR OPINIONS REGARDING: (1) THE QUALITY OF CONSTRUCTION; (2) COMPLIANCE WITH APPLICABLE BUILDING CODES; (3) CONFORMANCE WITH PLANS AND SPECIFICATIONS; (4) THE ADEQUACY OR COMPLETENESS OF ANY PROJECT DOCUMENTS; OR (5) ANY OTHER MATTERS OUTSIDE THE SCOPE OF THE INSPECTION SERVICES OR RESULTING REPORT. BUILT AND ITS INSPECTORS DO NOT GUARANTEE OR WARRANT THE CURRENT OR FUTURE PERFORMANCE OF ANY SYSTEM, COMPONENT, OR MATERIAL OBSERVED, NOR THE WORK OR MATERIALS PROVIDED BY ANY PROFESSIONALS, CRAFTSMEN, OR LABORERS INVOLVED IN ANY CONSTRUCTION PROJECT, INCLUDING WITHOUT LIMITATION ARCHITECTS, ENGINEERS, DESIGNERS, CONTRACTORS, SUPPLIERS, BIOLOGISTS, OR GEOTECHNICAL CONSULTANTS. ALL SERVICES ARE PERFORMED STRICTLY IN THE CAPACITY OF A CONSULTANT TO CLIENT, AND THE RESULTING REPORT IS PROVIDED SOLELY FOR THE BENEFIT OF CLIENT UNDER THE TERMS OF THE APPLICABLE AGREEMENT. IT IS NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE ANY RIGHT OR BENEFIT FOR ANY THIRD PARTY. CLIENT IS SOLELY RESPONSIBLE FOR REVIEWING THE REPORT AND FOR ANY DECISIONS OR ACTIONS TAKEN IN RELIANCE ON IT, INCLUDING WITHOUT LIMITATION ANY FUNDING DECISIONS. ANY UNAUTHORIZED REUSE, REDISTRIBUTION, OR RELIANCE ON THE REPORT BY THIRD PARTIES SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY TO BUILT OR ITS INSPECTORS. INDIVIDUALS OR ENTITIES WHO RELY ON THE REPORT FOR FINANCIAL OR OTHER PURPOSES DO SO ENTIRELY AT THEIR OWN RISK.
6. **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.