

Purchasers herein acknowledge that Seller has provided a Property Condition Disclosure Statement (“PCDS”) in accordance with Section 462 of the Real Property Law of the State of New York and Purchaser acknowledges receipt of the PCDS Prior to entering into this Contract. Notwithstanding anything to the contrary contained in said PCDS, Purchaser hereby acknowledges that Purchaser is relying **solely** upon Purchaser's personal inspection of the Premises and/or the inspections made on Purchaser's behalf by engineers, laboratories, home inspection services, termite and pest inspectors, etc. prior to the date hereof and not on any conditions, statements or Items contained In the PCDS and acknowledges that the PCDS “IS NOT A WARRANTY OF ANY KIND BY THE SELLER” and “IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR TESTS”. Further, Purchaser acknowledges and agrees that it is strongly recommended that Purchaser conduct any and all inspections **prior** to entering into this Contract and in the event Purchaser elects not to have the Premises inspected or falls to conduct any such inspections Prior to entering into this Contract, then Purchaser hereby waives any and all rights to have such Inspections conducted after the effective date hereof and shall have no right to have any inspections conducted after the date hereof, except that Purchaser will have the right to conduct a final “walkthrough” inspection of the Premises within **forty-eight (48) hours** prior to a scheduled closing date to ensure that the appliances and other systems are in working order (and only to the extent same were in working order at the time of Purchaser's Inspections prior to entering into this Contract). Purchaser agrees to accept title to the Premises (and any personalty included herewith) in its “ As Is” and “Where is” condition, except as otherwise specifically set forth herein in Par 16e and rider hereto, and agrees that this provision shall be strictly construed. Purchaser agrees that for purposes of the Contract of Sale, Purchaser has not relied upon any statements made by the Seller, whether verbally, in writing, or contained in the PCDS, and that except as specifically set forth in the Contract of Sale, no representations, warranties or guarantees have been made to the Purchaser. Regardless of any mistakes by Seller in completing the PCDS, Purchaser further acknowledges that Purchaser shall have no recourse against the Seller for any conditions in or at the Premises which are discovered by Purchaser after the date hereof and after the delivery of the Deed to be conveyed hereunder. Any and all representations, warranties, and/or guarantees of Seller of any kind or nature shall be deemed to be merged in the delivery of the Deed and shall **not** survive the Closing. The parties agree that any action brought alleging a misrepresentation or a defect in the PCDS must be instituted within one year after the Closing.