

2020 CIVIL CODE AND ITS LEGISLATIVE HISTORY

Art. 1375 Obligations of the contractor.

The contractor is obliged to:

- (a) execute the work as agreed and the knowledge required by art, science or the corresponding technique for the execution;
- (b) not to vary the agreed work, except when the modifications are necessary to execute it in accordance with the corresponding rules of art, science or technique, provided that the modifications are unpredictable at the time of contracting.
- (c) provide the customer with essential information on the execution;
- (d) communicate to the client about any necessary variation and the estimated cost of this;
- (e) warn the client about the poor quality or inadequacy of the materials they have provided;
- (f) provide, except when otherwise agreed, the materials that are currently used in the execution;
- (g) execute the work within the agreed time or in the one that reasonably corresponds
- (h) allow the client, as long as it does not affect the development of the works, to verify at his expense the state of progress, as well as the quality of the materials used and the work carried out;
- (i) guarantee the solidity of the work against ruin for a term of ten (10) years from delivery, when it has been built in a property and should have a long duration. The promoter of the work will have the same responsibility. The architect responds if the ruin is due to defects in the soil or the direction; and
- (j) ensure that the work serves its intended purpose.

Art. 1541 Objective Responsibility.

They are liable for the resulting damages, even if they do not incur fault or negligence, except when the cause of the damage results from force majeure:

- (a) the guardian, custodian, possessor, or the one who uses an animal, for the damages that it causes, even if it escapes or is lost; This responsibility ceases if the damage comes from the fault of the injured party;
- (b) the owner of a building, for damage caused by ruin resulting from the lack of necessary repairs;
- (c) the owner, for the fall of trees placed in transit places that threaten to fall;
- (d) the owners or possessors of assets that constitute hindrances, as defined by law, for the damages resulting from such condition; or by the storage of substances that threaten the safety of others;
- (e) the person who controls a property or part of it, for damages resulting from objects that are thrown or fall from it;
- (f) the developer, contractor or architect, for damages caused to third parties by the ruin of a building, during the term of the ten-year guarantee, due to defects in the construction, the land or the direction of the work. Liability for this warranty is without prejudice to the liability of the developer, contractor or architect through fault or negligence;
- (g) health institutions respond:
 - (1) for the damages caused by those people who operate exclusive franchises of health services in said institutions; or
 - (2) for damages caused by people to whom the institution entrusts to care for a patient who accesses the institution directly without a referral from a primary physician.

CERTIFICATION

On June 1, 2021, the subscriber certified the translation of the following documents as true and accurate according to the document presented by the client:

- Art. 1375 Obligations of the Contractor
- Art. 1541 Objective Responsibility

I, Alex Morales, hereby attest that I am a certified translator by Interpreters and Translators of Palm Beach County since 2004; I have translate the abovementioned documents that to the best of my knowledge, ability and belief; this translation is a true, accurate and complete translation of the original documents that were provided to me.

I, Alex Morales certify these documents, today June 1, 2021.

CERTIFICACIÓN

El 1 de junio de 2021, el suscribiente certifica la traducción de los siguientes documentos como verdadera y exacta según el documento presentado por el cliente:

- Art. 1375 Obligaciones del Contratista
- Art. 1541 Responsabilidad Objetiva

Yo, Alex Morales, por la presente declaro que soy traductor certificado por *Interpreters and Translators of Palm Beach County* desde el 2004. He traducido los documentos antes mencionados que, a mi leal saber, capacidad, entender y creencia; esta traducción es una traducción verdadera, precisa y completa de los documentos originales que se me proporcionaron.

Yo, Alex Morales certifico estos documentos, hoy 1 de junio de 2021.




Alex Morales
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