



## *1 Year Limited Warranty Terms*

The Manufacturer warrants that your new home has been constructed to meet or exceed all applicable governmental requirements, and that the home, including the structure, plumbing, heating and electrical systems, and all appliances and equipment installed by the Manufacturer, is free under normal use from manufacturing defects in material or workmanship. This warranty begins on the date of the original retail delivery (or the date of first occupancy, if used as a commercial unit) and extends for a period of one (1) year from such date. All cosmetic deficiencies in the home should be identified immediately following installation of the home.

The appliances and equipment in the home may be covered by warranties provided by the manufacturers of such items.

THE WARRANTY EXTENDS ONLY TO THE FIRST RETAIL OR COMMERCIAL PURCHASER AND APPLIES ONLY WHILE THE HOME IS LOCATED AT THE ORIGINAL RETAIL OR COMMERCIAL SITE. SOME STATES MAY NOT PERMIT SUCH LIMITATIONS DURING THE FIRST YEAR OF THE WARRANTY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

The warranty covers only those defects which become evident within the applicable warranty period and where written notice is provided to the Retailer or Manufacturer not later than fifteen (15) days after the expiration of such warranty period.

The Owner is responsible for normal maintenance as described in the Owner's Manual. If a problem occurs which the Owner believes is covered by this warranty, the Owner should contact the Retailer from whom the home was purchased, provide the Retailer with a written description of the problem, and cooperate so that the problem can be resolved by the Retailer. If the Retailer is unable to resolve a problem which the Owner is convinced is covered by the warranty, the Owner should contact the Manufacturer at the address listed at the top of the next page and provide a written description of the problem and the attempts made to resolve it. Upon receipt of such written description, where the Retailer was unable to resolve the problem, the Manufacturer will perform any repairs or replace any parts necessary to correct defects in material or workmanship covered by this warranty, or will take other appropriate action it may deem necessary.

### THIS WARRANTY DOES NOT COVER

1. Any home registered or located outside the United States.
2. Problems resulting from failure to comply with instructions contained in the owner's installation manual.
3. Bedding, draperies, furniture, tires, wheels or axles.
4. Appliances or accessories provided or installed by the retailer or a third party.
5. Defects or problems caused by or related to:
  - A. Improper soil conditions, site preparation, installation or Ventilation at the retail purchaser's site, resulting in water or other damage.
  - B. Use in the home of a kerosene heater or other type of fuel-burning portable heater.
  - C. Abuse, misuse, negligence or accident.
  - D. Alteration or modification of the home.
  - E. Normal deterioration due to wear or exposure.
6. Loss of time, inconvenience, commercial loss, loss of use of the home, incidental charges such as telephone calls, hotel bills or other incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



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ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE ITEMS OR COMPONENTS COVERED BY THE LIMITED ONE-YEAR EXPRESS WARRANTY ARE LIMITED IN DURATION TO THE TERM OF SUCH LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THE REMEDIES PROVIDED IN THIS WARRANTY ARE THE OWNER'S EXCLUSIVE REMEDIES. THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY UNDERTAKING, REPRESENTATION OR WARRANTY MADE BY A RETAILER OR OTHER PERSON BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY.

Any dispute or claim relating to your manufactured home ("Manufactured Home"), including those relating to warranties, service work, design, manufacturing or construction, whether based in contract, tort or otherwise, at the request of you or CMH shall be resolved by BINDING ARBITRATION in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) or any more applicable or appropriate rules then in effect and the Federal Arbitration Act (9 U.S.C. §1, et seq.). You agree that your Manufactured Home contains parts manufactured outside of the state where the home is sold and delivered; the manufacture, transportation, sale and use thereof has been and will continue to be regulated by the laws of the United States of America and affect interstate commerce. All issues concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the enforceability of this section, shall be determined by the arbitrator(s), or by a court of competent jurisdiction without a jury. If a dispute or claim is not subject to arbitration, then such dispute or claim shall be decided in a court of competent jurisdiction WITHOUT A JURY. Any right to a trial by jury of any dispute, claim, or controversy between any party hereto, or their heirs, successors and assigns is expressly and irrevocably waived. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim shall be applicable in any such arbitration, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for such purposes. This Arbitration provision applies to you and your heirs, successors and assigns. If any party fails or refuses to arbitrate in accordance with the terms of this agreement, the arbitrator(s) shall, in addition to any other relief awarded through arbitration, tax all of the costs, including reasonable attorneys' fees, in favor of the party seeking to enforce arbitration if that party has to resort to judicial or other means to compel arbitration. The judgment upon the final decision rendered in arbitration shall be final and may be entered in any court having jurisdiction. Should any provision, condition, or term hereof be interpreted by a court of competent jurisdiction as being void or unenforceable, then such provision may be stricken or voided by the court without any effect on any other provision. Should this provision for mandatory binding arbitration be interpreted by a court of competent Jurisdiction to be invalid, then such should be considered an agreement for non-binding alternative dispute resolution (i.e. mediation) which shall be a prerequisite to any further action for any relief of damages. All costs associated with arbitration will be allocated according to the arbitrator's decision.