



## 1 – YEAR/5 – YEAR LIMITED WARRANTY

### 1. COVERAGE.

Patriot Homes, Inc. Two Key Square, 307 South Main Street, Suite 200, Elkhart, Indiana 46516 warrants to the **ORIGINAL CONSUMER PURCHASER** that its new manufactured homes will be free of Substantial Defects in material and workmanship under normal use and care. This Limited Warranty applies to homes produced by the following Patriot Homes, Inc. Divisions: Patriot Homes, EnergyMate Homes, SouthRidge Homes, Lincoln Park Homes, Victorian Homes, Patriot Homes of Texas L.P., Crystal Valley Homes, Heritage American Homes, and Pinnacle Homes. This Limited Warranty begins on the date of the original purchase from an authorized Retailer of Patriot Homes, Inc., and extends for the following periods:

(1) For all Substantial Defects (other than Structural Defects, as defined below) not expressly excluded from coverage, this Limited Warranty extends for a period of twelve (12) months. Examples include substantial defects in plumbing fixtures; lighting fixtures; shingles or other roofing materials; carpeting, vinyl or other floor coverings; ceiling fans, etc.

(2) For Structural Defects not expressly excluded from coverage, this Limited Warranty extends for a period of sixty (60) months. Structural Defects are limited to (a) failures of the frame, roof trusses or rafters, floor joints, wall framing (whether interior or exterior, but not including siding, wallboard, wall coverings or paneling); (b) substantial defects in the home's electrical wiring (other than electrical fixtures, fuses or circuit breakers); and (c) substantial defects in the home's plumbing system (not including plumbing fixtures such as faucets, sinks, toilets, tubs, etc.).

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

Failure to use as a permanent domicile, movement from the original building site, misuse or neglect, including failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, improper loading, improper transportation and improper set-up shall discharge Patriot from any obligation under this Warranty.

THIS LIMITED WARRANTY DOES NOT COVER AND PATRIOT IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY FAILURE TO INSTALL THE HOME IN ACCORDANCE WITH THE HOME'S INSTALLATION INSTRUCTIONS, INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED BY FROST HEAVE AS A RESULT OF THE HOME BEING SET ON A PIER FOUNDATION WHICH HAS EITHER THE PIERS INSTALLED DIRECTLY ON THE GROUND OR ON A FOOTING WHICH DOES NOT EXTEND BELOW THE FROST LINE.

**SPECIAL WARRANTY EXCLUSION FOR FINISHED DRYWALL HOMES.** PATRIOT EXCLUDES FROM COVERAGE UNDER THIS LIMITED WARRANTY ANY CLAIM FOR SEAM SEPARATION, CRACKS, TEXTURE PEELING OR SIMILAR CONDITIONS IN FINISHED DRYWALL WALLS OR CEILINGS OF ANY KIND AND AT ANY TIME.

### 2. LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES.

**PATRIOT HOMES, INC., EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** IN STATES WHERE DISCLAIMERS OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE INVALID, SUCH IMPLIED WARRANTIES ARE HEREBY EXPRESSLY LIMITED TO A PERIOD OF 12 MONTHS FROM THE DATE OF ORIGINAL PURCHASE. PATRIOT HOMES, INC., EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY. There is no warranty made by Patriot Homes, Inc., beyond that contained in this Limited Warranty. No person has authority to enlarge, amend, or modify this Limited Warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### 3. DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

THE ORIGINAL CONSUMER PURCHASER OF A NEW MANUFACTURED HOME, ANY PERSON TO WHOM THE HOME IS TRANSFERRED AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THE HOME SHALL NOT BE ENTITLED TO RECOVER FROM PATRIOT HOMES, INC., ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT OR DEFICIENCY IN THE HOME, INCLUDING LOSS OF TIME, INNCONVENIENCE, COMMERCIAL LOSS, LOSS OF USE OF HOME, TELEPHONE CHARGES, HOTEL BILLS OR OTHER INCIDENTAL CHARGES OR COSTS.

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.

#### 4. EXCLUSIONS AND LIMITATIONS.

This Limited Warranty extends only to the repair or replacement, at the option of Patriot Homes, Inc., of defective parts. This is the exclusive remedy available to the original consumer purchaser. **THIS LIMITED WARRANTY DOES NOT COVER:**

- (a) Failure to comply with instructions contained in the Installation Manual, Homeowners Manual or other misuse.
- (b) Claims relating to routine maintenance such as leveling, adjusting doors and windows, recaulking, tightening screws or maintaining electrically operated equipment. Patriot is also not responsible for claims relating to marks, scratches, dents and chips to surfaces or fabrics not caused by Patriot.
- (c) Failure to adequately ventilate the crawl space as required by the Installation Manual and State or Local codes, whichever is more stringent.
- (d) Appliances separately warranted by their manufacturer.
- (e) Accessories provided or installed by the Retailer or a third party.
- (f) Defects or problems caused by or related to improper setup or leveling of the home or soil conditions at site;
- (g) Defects or problems caused by or related to improper transportation or installation of the home.
- (h) Alteration or modification of the home, or movement from its original building site;
- (i) Damage caused by or related to use of a non-factory fireplace, woodburning stove, kerosene heater or other type of supplemental heating appliance;
- (j) "Roof Rumble" or other roof noise on homes equipped with a metal roof;
- (k) Normal deterioration due to wear, use or exposure to the elements, including damage caused by extended exposure to cold weather without heat;
- (l) Damage due to failure to maintain the home;
- (m) Any home used for commercial or rental purposes;
- (n) Any claim relating to exposed wood decking, including warping, splitting or splintering of these materials.
- (o) Seam separation, cracks or texture peeling in finished drywall homes (see "Special Warranty Exclusion for Drywall Homes" in Section 1); and
- (p) Unless damage is caused by the failure of an item covered by this warranty, the following items are not considered manufacturing defects in materials and/or workmanship and are not covered by this Warranty. Should any of these be present at the time of first occupancy, however, they will be repaired or replaced provided you give timely notice of the problem. Items present at first occupancy must be reported to your retailer or Patriot Homes within 45 days:
  - (q) Broken, chipped or scratched glass or mirrors, or electrical cover plates
  - (r) Scratches, dents or gouges in vinyl floor coverings, walls, doors, cabinets, moldings, countertops, appliances, or plumbing fixtures, including toilet seats
  - (s) Stains on carpets, floor coverings, window treatments
  - (t) Damaged or stained hardware (towel bar, door pulls, knobs, etc.), shower doors, exterior siding, trim or shutters
  - (v) Torn or damaged window screens or shower curtains
  - (w) Cracking or shrinking of fixture, tile or trim caulking
  - (x) Minor drywall cracks
  - (y) Broken, loose or missing trim.

Any products not manufactured by Patriot Homes, Inc., are not covered by the terms of this Limited Warranty, even though they may have been provided in conjunction with the sale of the manufactured home. Such individual appliances and components are warranted by their respective manufacturers and claims or complaints with respect to the condition of such products should be directed to the individual manufacturer thereof, as described in the warranty claims procedure below.

#### 5. WARRANTY CLAIMS PROCEDURES.

The procedure for processing a claim under this Limited Warranty is as follows:

- (a) First, give the Retailer from whom you purchased the manufactured home notice of any damage or defect, itemize the damage and defects, and explain your specific problem. The model, serial number, and your date of purchase should be provided with any claim or complaint.
- (b) If your Retailer is unavailable or is unable to resolve your claim within a reasonable time, you should notify the Service Department at the Division office that manufactured your home. You may contact them by phone or in writing. The phone number and address are printed at the front of this Homeowner's Manual. Please have your home's serial number, date of purchase and name of Retailer available when you call.
- (c) If your division is unable to resolve your claim within a reasonable time, give written notice to Patriot Homes, Inc., Two Key Square, 307 South Main Street, Suite 200, Elkhart, Indiana, 46516, attention: Warranty Department, and provide information regarding the specific nature of your claim, the model and serial number of your manufactured home, and your date of purchase. In your written notice to Patriot Homes, Inc., you must specifically itemize all damages and defects. Damages or defects not itemized may not be repaired or replaced at the same time as those itemized.
- (d) Claims relating to appliances purchased with the manufactured home should be directed to a local service center or retailer for each appliance manufacturer. In most cases, the service card accompanying such appliance will list the area service center or dealer nearest you, from which additional information may be obtained.

#### 6. TIME LIMITATION ON LEGAL ACTION.

**ANY LEGAL ACTION TO ENFORCE THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER EXPIRATION OF THIS LIMITED WARRANTY.**

#### 7. ADDITIONAL RIGHTS.

Patriot Homes, Inc., does not authorize any retailer or other person to alter or enlarge the terms of this Limited Warranty, nor does it authorize any person to assume for it additional liabilities arising from the sale of this manufactured home.

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

The Retailer warrants that this manufactured home is new and has been used only for sales display purposes. Retailer further certifies that it has inspected this manufactured home before and/or after occupation and the home is free from any substantial defects in materials or in workmanship.

**THIS WARRANTY IS EFFECTIVE WITH ALL HOMES PRODUCED AFTER JANUARY 1, 2003.**