

WARRANTIES AND DISCLAIMER OF WARRANTIES (NOT INCLUDING REPOS AND/OR DISCOUNTED BUILDING(S))

CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE BUILDING "AS IS, WHEREIS" AND ALL WARRANTIES ARE LIMITED TO: FOR ALABAMA, ARKANSAS, OKLAHOMA, NORTH DAKOTA, SOUTH DAKOTA, NEBRASKA, NEW MEXICO, COLORADO, AND KANSAS, A ONE-YEAR IMPLIED WARRANTIES OF HABITABILITY AND WORKMANLIKE CONSTRUCTION; FOR OKLAHOMA, A ONE-YEAR IMPLIED WARRANTIES OF HABITABILITY AND WORKMANLIKE CONSTRUCTION, AND CUSTOMER EXPRESSLY WAIVES THE FIVE- YEAR WARRANTY FOR OCCUPANCY AND WORKMANSHIP UNDER 12A OKL. ST. § 2- 316. FOR ARIZONA, THE IMPLIED WARRANTIES OF HABITABILITY AND WORKMANLIKE CONSTRUCTION, AND ARE LIMITED TO SIX YEARS; FOR TEXAS, THE IMPLIED WARRANTIES ARE LIMITED TO FOUR YEARS FOR WORKMANSHIP AND ONE YEAR FOR HABITABILITY; FOR MISSISSIPPI, THE IMPLIED WARRANTIES OF HABITABILITY AND WORKMANLIKE CONSTRUCTION ARE LIMITED TO (1) THE BUILDING WILL BE FREE OF ANY DEFECT DUE TO NONCOMPLIANCE WITH THE BUILDING STANDARDS FOR ONE YEAR; AND THE BUILDING WILL BE FREE FROM MAJOR STRUCTURAL DEFECTS DUE TO NONCOMPLIANCE WITH THE BUILDING STANDARDS FOR SIX YEARS; AND FOR LOUISIANA, THE IMPLIED WARRANTIES OF HABITABILITY AND WORKMANLIKE CONSTRUCTION, AND ARE LIMITED TO (1) THE BUILDING WILL BE FREE OF ANY DEFECT FOR ONE YEAR; (2) THE BUILDING WILL BE FREE FROM DEFECTS RELATED TO PLUMBING, ELECTRICAL, HEATING, COOLING, VENTILATING SYSTEMS EXCLUSIVE OF ANY APPLIANCE, FIXTURES, AND EQUIPMENT FOR TWO YEARS; AND (3) THE BUILDING WILL BE FREE FROM MAJOR STRUCTURAL DEFECTS FOR FIVE YEARS; PROVIDED, FOR ALL STATES, SUCH WARRANTY IS EFFECTIVE FROM THE DATE OF ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE LOCAL BUILDING CODE ENFORCEMENT AUTHORITY OR, IF NOT APPLICABLE, ACCEPTANCE OF DELIVERY. THIS LIMITED WARRANTY IS THE ONLY EXPRESSED WARRANTY PROVIDED BY SELLER.

Any replacement performed under this Warranty will be performed by Seller or Seller's agent and subject to a service charge. Seller does not warrant the pad or foundation on which the building(s) is delivered. Seller's liability is further limited as provided by the Limitation of Liability section of these Terms. In the event Seller repairs or replaces or pays the cost of repairing or replacing any defect covered by this warranty for which Customer is covered by insurance or a warranty provided by another party, Customer must, upon request of Seller, assign the proceeds of such insurance or other warranty to Seller to the extent of the cost to Seller of such repair or replacement. Customer must provide normal maintenance and proper care of the building(s) according to this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the building(s) is located. Seller must be notified in writing, by Customer, of the existence of any defect before Seller is responsible for the correction of that defect. Written notice of a defect must be received by Seller prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by Customer against Seller for failure to remedy or repair any defect about which Seller has not received timely notice in writing. Customer must provide Seller with access to the building(s) during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action. To the extent state law allows, consequential or incidental damages are excluded from this warranty. The above warranty will be null and void in the event that the building(s) are altered by Customer, or have been, in Seller's sole judgment, subject to negligence, improper maintenance, misuse or moved from original delivered location. The following additional items are excluded from limited warranty:

Defects in any item that was not part of the original building as constructed by Seller.  
Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than Seller, its employees, agents, or trade contractors.

Normal wear and tear of the home or consumer products in the home.

Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.

Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of Customer's property or adjacent property by any party other than Seller, its employees, agents, or trade contractors.

Any loss or damage that arises while the home is being used primarily for nonresidential purposes.

Any damage to the extent it is caused or made worse by the failure of anyone other than Seller or its employees, agents, or trade contractors to comply with the requirements of this warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.

Any defect or damage that is covered by a manufacturer's warranty that has been assigned to Customer.

Insect or animal damage.

Failure of Customer to take timely action to minimize loss or damage or failure of Customer to give Seller timely notice of the defect.

(SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Miscellaneous.

These Terms and any order attached herewith will be construed under state law without regard to the choice of law principles thereof. No waiver of any breach of any provision of this contract will constitute a waiver of any other breach of such provision. If one or more of these Terms is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or condition and such invalid, illegal, or unenforceable provisions will be modified to the minimum extent necessary to render such provisions valid, legal and enforceable.