

FAIRMONT HOMES, INC. ONE YEAR LIMITED WARRANTY
For Your Protection And Understanding, Read All Parts Of This Limited Warranty And
All Other Warranties Furnished With This Home

Serial No.: _____

1. WHAT IS COVERED

A new Fairmont Homes, Inc. ("Fairmont") home ("Home") has a limited warranty by Fairmont to the initial retail purchaser and subsequent purchasers ("Purchaser") as provided herein. Specifically, the structural components and installation of the electrical and plumbing systems of the Home as listed in this Section 1 are warranted to the Purchaser when sold to the initial retail purchaser by an authorized Fairmont retailer ("Retailer") to be free from manufacturing defects in materials and workmanship under normal use and service, for a period of one year which period starts on the date the initial retail purchaser takes delivery of the Home. This Limited Warranty covers only those defects that occur or exist within the applicable period referenced above and which are specifically identified to Fairmont in the manner specified in Section 4 of this Limited Warranty. **All obligations of Fairmont pursuant to this Limited Warranty are limited to replacing or repairing the defective part or component in accordance with the Fairmont Specifications/Performance Guidelines Booklet, a copy of which can be obtained from an authorized Retailer, or by requesting one in writing from the Aftermarket Service Manager, Fairmont Homes, Inc., P. O. Box 27, Nappanee, Indiana, 46550.**

This limited structural components and installation warranty covers the following structural member installations: Roof rafters and framing - Metal roofs and shingle roofs except wind or storm damage ordinarily covered by insurance, and other acts of God - Sidewall studs and sidewall framing - Floor decking and floor joists (not including floor coverings or carpeting) (Purchaser must not allow water to stand on floor) - Frame under normal usage, properly blocked and when manufactured weight not added to in transit - Exterior sheet metal - Installation by Fairmont of plumbing in-floor or in-wall or in-roof distribution system (other than faucet leaks and normal waste stoppage) - Installation by Fairmont of electrical in-floor, or in-wall or in-roof distribution system (assuming it has been properly hooked up, is not overloaded, and has not been modified or tampered with) (appliances not warranted by Fairmont) - In-floor or in-wall water leaks (other than those caused by improper transit or improper set up) - ATTENTION: Fairmont is not liable for damage or defects caused during installation of the Home on the home site or that occur during transportation, by acts of God, or by damage or defects caused by use of home as moving van for weights exceeding original delivery weight, or caused by improper foundation or the lack of, or improper alignment, and the lack of, or improper maintenance.

2. DISCLAIMER OF WARRANTIES

This Limited Warranty is expressly IN LIEU of any other express warranty and is further IN LIEU of any implied warranty, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. To the extent that applicable state and/or federal law prohibits the exclusion of any remedy permitted under state or federal law, any such remedy, including but not limited to implied warranties of FITNESS, USE, MERCHANTABILITY OR PURPOSE, are limited to one (1) year from the date the initial retail purchaser takes delivery of the Home. There are no warranties which extend beyond description on the face hereof.

3. WHAT ARE THE AUTHORIZED RETAILER'S OBLIGATIONS

It is the responsibility of the Retailer to maintain the Home until retail sold to the initial retail purchaser; to perform a comprehensive pre-retail delivery check procedure and inspection; to repair or replace any defective parts; to correct defects in workmanship which are identified prior to initial retail purchaser's taking delivery of the Home; to present the initial retail purchaser with this Limited Warranty prior to the initial retail purchaser's entering into any written contract to purchase a Home; and to mail to Fairmont the signed Warranty Registration card and the signed Limited Warranty.

4. WHAT ARE THE PURCHASER'S OBLIGATIONS

Proper care and maintenance by the Purchaser is necessary to preserve the Home's fitness for habitation. The Purchaser is responsible for all maintenance as described in the Fairmont Home Owners Manual and/or any other care and maintenance manual supplied with the Home. Minor adjustments (such as adjustments to the interior or exterior doors, cabinet doors, etc.) are the responsibility of the Purchaser as normal maintenance unless required as a direct result of repair or replacement of a defective part under this Limited Warranty.

If an issue occurs which the Purchaser believes is covered by this Limited Warranty, the Purchaser is responsible to promptly contact Fairmont in writing in the following manner:

- a. Describe the part or feature of the Home that is affected;
- b. Describe the problem with that part or feature;
- c. State the date that this problem or defect was first observed;
- d. Describe the circumstances surrounding the observation of the problem or defect;
- e. State your address and, if different, the address of the home, together with your daytime and evening phone numbers;
- f. Send this description to Fairmont Homes, Inc., by U.S. Mail, certified mail, return receipt requested, to the following address: Aftermarket Service Manager, Fairmont Homes, Inc., P. O. Box 27, Nappanee, Indiana 46550.

Such notice must be received by Fairmont within the earlier of 30 days after the issue is known to the Purchaser, or ten (10) days subsequent to the expiration of this Limited Warranty. Warranty claims are not registered over the telephone. A Fairmont representative will contact you to discuss your concerns and arrange for a time to inspect/repair the problem or defect.

Repairs or replacements by Fairmont and/or your Retailer that are required under this Limited Warranty will be made within 30 days after the Purchaser notifies Fairmont of those defects as provided above in this section, barring weather and/or any other unforeseeable circumstances. All repairs or replacements that are required by this Limited Warranty will be made at the site of the Home and without charge to the Purchaser.

Fairmont will arrange for repair or replacement, as determined by Fairmont, of Fairmont parts or workmanship identified as defective by Fairmont and such parts replaced shall become property of Fairmont. The Purchaser is advised that he/she must notify Fairmont of any items believed to require warranty service. Fairmont is ready, willing and able to make every effort for a quick response. Fairmont reserves the right to cure all warranty claims. Service work conducted by any party not specifically authorized by Fairmont to undertake such work is specifically not covered by this Limited Warranty. Further, failure of the Purchaser to strictly comply with the notification provisions of this section shall release Fairmont from any responsibility for any claims regardless of whether the claim is a tort, contract, equitable or other claim.

The Purchaser must maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Fairmont. Failure to preserve such evidence will VOID ANY CLAIM FOR SUCH DEFECT OR DAMAGE.

5. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

- **ANY COMPONENT PART WHICH POSSESSES ITS OWN WARRANTY FROM A PARTY OTHER THAN FAIRMONT. AS TO ANY PART, APPLIANCE, OR DEVICE WARRANTED BY ITS MANUFACTURER'S SEPARATE WARRANTY, PLEASE CONTACT THE NEAREST SERVICE CENTER INDICATED IN THE SEPARATE WARRANTY.**
- **THE ITEMS LISTED BELOW ARE NOT WARRANTED BY FAIRMONT. SEE TERMS OF EQUIPMENT OR SUPPLYING MANUFACTURERS WARRANTIES, IF ANY, COVERING THESE ITEMS AND READ THEIR WARRANTIES CAREFULLY: Furniture, furnishings, and drapes - Floor coverings and carpeting - Electric and gas appliances and fixtures - Furnace - Water heater - Smoke detector - Windows & doors - Wall and ceiling coverings - Plumbing and electrical fixtures and components - Ground fault interruptors - Finishes on wood or plastic or vinyl materials or metal - Air conditioner - Tires - Gas valves - Running gear.**
- **FAILURE WHICH MAY BE CAUSED BY, OR RELATED TO ABUSE, MISUSE, NEGLIGENCE, OR ACCIDENT; FAILURE WHICH MAY BE RELATED TO ALTERATION(S) OR MODIFICATION(S), FAILURE AS A RESULT OF NOT FOLLOWING INSTRUCTIONS CONTAINED IN THE FAIRMONT HOME OWNERS MANUAL, FAIRMONT INSTALLATION MANUAL, AND/OR ANY OTHER CARE AND MAINTENANCE MANUAL SUPPLIED WITH THE HOME.**

- **DETERIORATION DUE TO WEAR OR EXPOSURE, SUCH AS FADING OF FABRICS OR DRAPES, CARPET WEAR, EXTERIOR SURFACES, ETC.**
- **MAINTENANCE ITEMS, INCLUDING, BUT NOT LIMITED TO, LIGHT BULBS, FUSES, AND MINOR ADJUSTMENTS.**
- **ANY CONSEQUENTIAL OR INCIDENTAL EXPENSES SUCH AS, BUT NOT LIMITED TO, LOSS OF TIME, COMMERCIAL LOSS, LOSS OF USE, LODGING, FOOD, TELEPHONE CALLS, TRAVEL, INCONVENIENCE, RENTAL CHARGES OR STORAGE FEES. FAIRMONT WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE A HOME, EVEN IF FAIRMONT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FAIRMONT DISCLAIMS ANY RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- **LOSS OR DAMAGE CAUSED BY INSURRECTION, RIOT, OR ACT OF THE PUBLIC ENEMY, LOSS OR DAMAGE CAUSED BY FORCES OF NATURE, INCLUDING BUT NOT LIMITED TO, FLOOD, WIND, STORM, HURRICANE, TORNADO, BLIZZARD, EXPLOSION, OR FIRE.**
- **ANY OTHER ITEM NOT OTHERWISE PREVIOUSLY REFERENCED IN THIS SECTION 5 AND WHICH IS NOT SPECIFICALLY REFERENCED AS A WARRANTED ITEM IN SECTION 1 OF THIS LIMITED WARRANTY.**

6. IMPORTANT FACTS

Fairmont does not warranty against “defects” or “shortages” readily apparent on delivery unless noted on delivery documents of the transportation driver. Please inspect your Home and make sure you accept it as delivered to you. This Home has been sold to an authorized Retailer, and not an agent of Fairmont, for resale in the ordinary course of the Retailer’s business, on terms and conditions and equipped as the Retailer and you determine, and your agreement is solely with the Retailer, not Fairmont. Fairmont does not participate in retail sales or retail contracts, other than by terms of this Limited Warranty. Fairmont does not control or do set-up, alignment, foundation, pier, or pad or any other site work or preparation.

Fairmont reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its homes without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its homes already manufactured. Fairmont further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty. Like any other product, a Home and the products installed in it will require care and maintenance attention by the Purchaser and occupants. Please read carefully and follow all care and maintenance manuals, warning labels, safety notices and instructions supplied with the Home.

Because innumerable local restrictions and building codes exist, Fairmont does not warrant that its homes meet a particular code or zoning code other than as affixed seals indicate at the time and place of manufacture. Manufactured homes are built according to the National Manufactured Construction and Safety Standards Act of 1974, as amended, and as regulated and amended by the United States Department of Housing and Urban Development that were current at the time of manufacture (“HUD Code”). Modular homes are built in accordance with the International Residential Code (IRC) and any applicable state modular code.

Fairmont uses where it deems feasible, UL or other certifying agencies approved products such as wiring and electrical fixtures and plumbing components - but as an assembler of such products, Fairmont does not undertake or insure or guarantee their effectiveness - or warrant against hidden defects or failures or damage to person or property caused by such failures at any time.

7. JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction for deciding any claims, demands or causes of action for defects or representations of any nature or damages due from such defects or representations shall be in the courts in the State of Manufacture. The laws applicable to any litigation, dispute, mediation, arbitration or any claim whatsoever arising from the sale, purchase, or use of the Home shall be those of the State of Manufacture. The State of Manufacture of the Home is Indiana.

This Limited Warranty gives Purchaser specific legal rights and the Purchaser may also have other rights that may vary from state to state. Fairmont is not responsible for any representation or warranty that is not herein stated unless required by applicable state or federal law. Some states may prohibit certain exclusions from express warranty coverage, and/or the exclusion of remedies and implied warranties. Some states do not allow limitations on how long the Purchaser’s remedies are available or an implied warranty lasts, so, to the extent applicable state law permits a remedy or an implied warranty obligation on the part of Fairmont, the limitation of remedies stated in Section 1 may not apply. Some states do not allow the exclusion or limitation of damages, so, to the extent applicable state law does not permit such limitation or exclusion, the limitation and exclusions set forth in Section 2 may not apply. Consult your personal attorney to determine all rights under the state and federal consumer laws which may offer remedies in addition to or different from this Limited Warranty.

Notwithstanding anything herein to the contrary, if the Purchaser is a resident of the State of Wisconsin, the following provisions apply to Wisconsin Purchasers:

1. This Home meets those standards prescribed by law or the Wisconsin Administrative Rules that are in effect at the time of the manufacture of the Home.
2. The provisions in this Limited Warranty regarding jurisdiction and applicable law do not apply.
3. If a repair, replacement, substitution or alteration is made under this Limited Warranty and it is discovered, before or after expiration of the warranty period, that the repair, replacement, substitution or alteration has not restored the Home to the condition in which it was warranted except for reasonable wear and tear, then notice of this shall be provided to Fairmont in the manner prescribed herein. Fairmont will then restore the Home to the condition in which it was warranted to be at the time of the sale except for reasonable wear and tear, at no cost to the Purchaser or the Purchaser’s assignee notwithstanding that the additional repair may occur after the expiration of the warranty period.
4. If during any period of time after notification of a defect the Home is uninhabitable, as defined by the Wisconsin Administrative Rules, that period of time shall not be considered part of the one year period.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND RECEIVED THIS LIMITED WARRANTY PRIOR TO ENTERING INTO ANY CONTRACT TO PURCHASE MY/OUR FAIRMONT HOME AND AGREE TO ABIDE BY ALL OF ITS TERMS AND PROVISIONS INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE LAW ALLOWS, AND THE PROVISIONS HEREOF PROVIDING THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIMS WHATSOEVER SHALL BE IN THE COURTS IN THE STATE OF MANUFACTURE AND THAT THE APPLICABLE LAW SHALL BE THE LAW OF THE STATE OF MANUFACTURE.

SIGN _____ DATE _____ SIGN _____ DATE _____
(INITIAL RETAIL PURCHASER) (INITIAL RETAIL PURCHASER)