



## MODULAR HOME LIMITED WARRANTY

### WHAT IS COVERED BY THE WARRANTY?

This home is warranted by the manufacturer in accordance with the following conditions:

#### **Structural and Non-Structural Components**

Structural parts and systems listed below are warranted by the manufacturer to be free from defects in materials and workmanship under normal use for either 12 months from the date of delivery to the original owner or 24 months from the date of manufacture, whichever date comes first.

- Plumbing System (excluding faucet leaks and waste stoppages caused by action of owner)
- Electrical System (provided it has been properly connected and not overloaded)
- Heat Distribution System (excluding fuel lines and heat producing appliances) Doors and Windows (does not cover binding or dragging due to home settling or improper set-up)
- Cabinets and Light Fixtures
- Rainwater Leaks
- Steel Frame (if applicable)
- Floor Structure
- Exterior Wall Structure
- Ceiling Material (Excluding Small Hair Line Cracks At Joints)
- Roof Structure

### WHAT IS NOT COVERED BY THE WARRANTY?

The warranty does not cover:

- Problems caused by the homeowner not performing maintenance as described in the Home Owner's Manual
- Problems caused by condensation build-up inside the home (see Home Owner's Manual on controlling condensation)
- Problems or failures that occur within the home or its components solely as the result of normal wear and aging, gross consumer abuse, or unforeseeable neglect of maintenance
- Fading or color change
- Some items included in the home are warranted by their own manufacturers and are therefore not covered by this warranty.
- Nonstructural items such as moldings, hardware, curtains, draperies, furniture and floor coverings (including carpet)

Warranty service on the items listed below, if provided with the home, should be sought as outlined in each manufacturer's warranty.

- |                    |                |              |                  |
|--------------------|----------------|--------------|------------------|
| - Range and Oven   | - Water Heater | - Faucets    | - Refrigerator   |
| - Floor Coverings  | - Ceiling Fans | - Dishwasher | - Plumbing Ware  |
| - Garbage Disposal | - Vent Fans    | - Furnace    | - Smoke Detector |

#### **Items Not Specifically Mentioned In This Warranty**

Any part or component not specifically mentioned as being warranted by the home's manufacturer is not covered by this warranty

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## WARRANTY ON FINISHED SHEETROCK

This home has been constructed with finished sheetrock throughout the home. The manufacturer's definition of "finished sheetrock" is sheetrock taped, mudded, sanded and painted on all walls.

During shipment and set-up, cracks may develop at the mudded seam of the sheetrock. These cracks are a normal part of shipping and installing your home. The home may also develop small cracks after your home has been set-up simply due to settling. This is a normal part of finished sheetrock; all homes, at times, will develop cracks at the mudded seams due to settling.

## WHAT IS COVERED ON THE FINISHED SHEETROCK WARRANTY?

- Any sheetrock board that is coming loose from the wall
- Any cracks that have split the actual sheetrock board, not a normal mudded seam

## WHAT IS NOT COVERED ON THE FINISHED SHEETROCK WARRANTY

- Any stress cracks on a mudded seam
- Any stress cracks above any door or window
- Any nail pops
- Any repainting that must be done due to cracks or other sheetrock problems
- Any cracking or other damages caused during delivery of the home to the customer's home site
- Any damages caused by set-up
- Variations of color in different batches of paint causing shading in some painted areas

## PROBLEMS RESULTING FROM ACTIONS BY OTHERS

### THIS WARRANTY DOES NOT COVER THE FOLLOWING:

- Normal deterioration from wear or exposure
- Carpet that may need re-stretching as routine maintenance
- Any home or component subjected to abuse, misuse, negligence, or accident
- Problems, in part or in their entirety, caused by or resulting from unauthorized alteration or modification of the home
- Problems caused by failure to follow the instructions given in the Home Owner's Manual
- Loss of use of the home, commercial loss, loss of time, inconvenience, incidental cost such as hotel bills and telephone calls, or any other consequential damages.
- Any home moved from its original site

## WARRANTY LIMITATIONS

This Limited Warranty pertains solely to the work performed and materials supplied by the manufacturer. It excludes any work or materials supplied by the builder, developer, or any other person or agency. The manufacturer is not liable for any agreement or commitment made by its employees, installer, or agent that is not in accordance with this warranty.

This Limited Warranty is given in lieu of any and all other warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, habitability and workmanship, and is also in lieu of any claims of consequential damages, mental anguish or distress, and for damages based on negligence, fraud or misrepresentation, and in consideration of the receipt of the benefits of this Limited Warranty, the buyer hereby expressly waives and disclaims any such warranties and claims.

The manufacturer reserves the right to changes prices, specifications, floor plans and décor without notice. The manufacturer does not have or assume responsibility for any consequential or incidental damages incurred as a result of

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any defect in the home. These consequential or incidental made damages may include but are not limited to loss of time, inconvenience, commercial loss, loss of the use of the home, telephone calls, meals, lodging, travel, expense for gasoline, mental distress, loss or damage to personal property, or loss of earnings or other income.

The manufacturer reserves the right to make changes or improvements in its manufactured products from time to time, without incurring any obligation to make corresponding changes or improvements in its previously manufactured products.

## **OWNER'S OBLIGATIONS**

The owner is responsible for the normal maintenance prescribed in the Homeowner's Manual. If a problem occurs that the owner believes is covered by this warranty, the owner should contact the manufacturer, following procedures set forth in the manual in the section titled "THE WARRANTY".

## **MANUFACTURER'S OBLIGATIONS**

It is the home manufacturer's obligation to build the home in full compliance with all federal regulations and with all the provisions of the warranty and to assure correction of any problem covered by the warranty.

## **GENERAL**

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow limitations on exclusion of incidental or consequential damages, so certain limitations in this warranty may not apply to you. Warranties for items in this home that are manufactured by others are included in your homeowner's packet.

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Domino Prefab reserves the right to change prices, specifications, and décor without notice. Some items shown on floorplan are optional upgrades. Room dimensions are approximate.

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