# MANUFACTURER'S LIMITED WARRANTY

#### **Skyline Homes One-Year Limited Warranty**

Skyline Homes ("Manufacturer") warrants to you, the Homeowner, for one year that the new manufactured home purchased by you was manufactured free from substantial defects in materials and workmanship. The term "substantial defects in materials and workmanship" means any factory introduced failure of the structural, mechanical, electrical, plumbing or weather-resistance systems of the home to meet the performance or specification requirements of the applicable building standards as specified on the house certification label.

This warranty begins on the date of the original retail delivery to the site and continues for one year from that date, which is the one year "Warranty Period." The warranty only applies to substantial defects that become evident within the Warranty Period and where written notice is provided to the retailer or the Manufacturer not later than 10 days following the expiration of the Warranty Period. The only remedy for substantial defects offered under this warranty is repair or replacement of affected parts after inspection by the Manufacturer or its authorized representative. If the identical part or component is not available, the Manufacturer will provide a similar part or component of equal or greater value. All parts or components repaired or replaced under the warranty are the exclusive property of the Manufacturer. The Manufacturer will make the final decision whether to repair or replace any part or component or system.

The Manufacturer reserves the right to make changes or improvements at any time in the design or manufacture of its manufactured home or any component thereof without incurring any obligation to others.

#### THIS WARRANTY DOES NOT COVER:

- Problems resulting from failure to comply with instructions in this Guide, including instructions for obtaining warranty service, or the Installation Manual.
- Damage caused by use of the home for anything other than private residential occupancy.
- Alterations or modifications provided by retailers or other third parties, including appliances, appurtenances, accessories, or options such as skirting and other similar items.
- Problems resulting from an inadequate foundation, settling, or shifting soil.

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- Problems resulting from improper or inadequate set-up, leveling, re-leveling, or securement;
- Problems resulting from abuse, misuse, unauthorized repairs, negligence or accidental damage, or from theft, vandalism, natural disasters or Acts of God;
- Deterioration from high relative humidity, condensation, ground moisture, or extended moisture exposure caused by plans, building attachments or accessories;
- Deterioration caused by loads for which the home was not designed to support or resist;
- Deterioration from exposure to insects or decay;
- Normal wear and tear:
- Water distribution leaks on systems that have water pressure supplies at 80 psi or greater;
- Improper or inadequate connection of utility systems to the utility supply services or between sections of multi-sectional units;
- Damage caused by improper electrical service grounding;
- Bedding, draperies, furniture, wheels, tires, axles or brakes;
- Any undertaking, representation or warranty made by a retailer or other person beyond those expressly set forth in this warranty;
- Minor or cosmetic defects, as defined in this Guide;
- INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO YOUR LOSS OF TIME OR INCONVENIENCE, LOSS OF REVENUE, COMMERCIAL LOSS, BEING DISPLACED OR UNABLE TO USE YOUR HOME, MENTAL DISTRESS, TRAVEL, LODGING, OR TELEPHONE CALLS. NEITHER THE MANUFACTURER OR OTHERS ASSUME ANY RESPONSIBILITY UNDER ANY CIRUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE SOLE REMEDIES PROVIDED BY THE MANUFACTURER. ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT IMPLIED BY LAW, ARE LIMITED IN DURATION TO ONE YEAR AND OTHERWISE DISCLAIMED. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

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

#### -NOTICE-TAPE & TEXTURE DRYWALL FINISH IS NOT WARRANTED BY SKYLINE-HOMES

Skyline Homes does **NOT** warrant that tape and texture finishes of drywall walls or ceilings will be free from cracks DUE TO TRANSPORTATION, SETUP OR HOME SETTLING. Skyline Homes will **NOT** make or pay for repairs to drywall cracks, or drywall finishing including multi-section close-ups. Skyline Homes strongly recommends that all homes with tape and texture finishes have additional perimeter blocking, as described in the Installation Manual. The additional blocking is not required by the standards, but such blocking may reduce the opportunity for minor movement and settlement, which can affect tape and textured drywall finish.