

# 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 THE HOME.

Serial No. ....

The following structural components and installation of the electrical and plumbing systems of this home, when purchased new, are warranted by Fairmont Homes, Inc. (the Manufacturer) to the original retail purchaser and his assigns to be free from manufacturing defects in materials and workmanship under normal use and service, for a period of one year from the date of delivery to original retail purchaser.

LIMITED STRUCTURAL COMPONENT & INSTALLATION WARRANTY COVERS THE FOLLOWING STRUCTURAL MEMBER INSTALLATIONS.

Roof rafters and framing - *Metal roofs (cool-seal required within 90 days of set-up as owner maintenance)* - Insulation - *Shingle roofs except wind-storm damage ordinarily covered by insurance, and other acts of God* - Joists - *Sidewall studs and sidewall framing* - Floor decking and floor joists (not including floor coverings or carpeting) (Owner 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 Homes of plumbing in floor or in wall or in roof distribution system (other than faucet leaks and normal waste stoppage)* - Installation by Fairmont Homes of electrical in floor 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 Homes) - *In-floor or in-wall water leaks (other than those caused by improper transit or improper set up)* - **ATTENTION: Manufacturer is not liable for damage or defects in set-up or caused by improper set-up or caused in delivery by other than manufacturer's drivers; 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 pad or piers, or lack of leveling.**

**FORMAL NOTICE of defects in writing addressed to Director of Service, Fairmont Homes, Inc. P.O. Box 27, Nappanee, IN. 46550 (certified mail) must be given prior to expiration of one year structural component and installation warranty period or Fairmont Homes will have no further obligation to repair said defects or replace said components. Upon notice, Fairmont Homes will replace or repair defective part free of charge under above warranty.**

### ATTENTION:

1. Any implied warranties of fitness, use or purpose as to above items are limited to one year set forth above.
2. The manufacturer will not be liable for commitments or agreements made by any of its employees, agents, or dealers not in accordance with the above warranty. This warranty is expressly IN LIEU of any other express or any implied warranty, including an implied WARRANTY OF MERCHANTABILITY or FITNESS on the part of the Manufacturer, except as noted above, or as may otherwise be required by applicable VALID Federal or State law at time of manufacture.
3. THE MANUFACTURER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES and its obligation is limited to replacing or repairing the defective part or component.
4. Conditions apparent on delivery must be noted and manufacturer informed immediately.
5. THE ITEMS LISTED BELOW ARE NOT WARRANTED BY FAIRMONT HOMES, INC. 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 & gas appliances & fixtures - *Furnace* - Water heater - *Smoke detector* - Windows & doors - *Plumbing & electrical fixtures* - V 200 Vents - *Ground fault interruptors* - Finishes on wood or plastic or vinyl materials or metal - *Air conditioner* - Tires - *Gas valves* - Washer & dryer - *Running gear.*

### IMPORTANT FACTS

- A. Fairmont Homes, Inc. does not warrant against "defects" or "shortages" readily apparent on delivery unless noted on delivery sheet of Fairmont driver. Please inspect your home and make sure you accept it as delivered to you. This home has been sold to an independent dealer for resale in the ordinary course of his business, on terms and conditions and equipped as he and you determine, and your agreement is solely with the dealer, not Fairmont Homes. Fairmont Homes does not participate in retail sales or retail contracts in any instance, other than by terms of this warranty. Fairmont Homes does not control or do set-up, leveling, foundation, pier, or pad or any other site work or preparation.
- B. Fairmont Homes, Inc. reserves the unrestricted right at any time and from time to time to make changes in the design of and improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products theretofore manufactured.
- C. Because enumerable local restrictions and building codes exist, Fairmont Homes does not warrant that its home meets a particular code or zoning code other than as affixed seals indicate at the time and place of manufacture.
- D. If applicable valid Federal or State laws require a different warranty period or condition at time of purchase, this warranty will be extended to comply therewith and shall be considered divisible for this purpose.
- E. Fairmont Homes, Inc. uses where it deems feasible, UL or other certifying agencies approved competitive products as wiring and electrical fixtures and plumbing components - but as an assembler of such products; Fairmont Homes does not undertake to 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.
- F. Alterations or modification or additions to your home as manufactured that cause defects - or failure of manufactured components will void warranty as to such defects or failures but not to un-affected items or components.
- G. Like any other product, a mobile home and the products installed in it will require care and attention by the owner and occupants. Please read and follow all care and maintenance manuals and instructions supplied with your homes.
- H. This company does not assume responsibility for loss of use of the vehicle, loss of time, inconvenience, expense for gasoline, telephone, travel, lodging, loss or damage to personal property or loss of revenues.
- I. Remember — most efficient heating requires proper skirting.

FAIRMONT HOMES, INC.  
P.O. BOX 27  
NAPPANEE, INDIANA 46550

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THE ABOVE WARRANTY FOR FAIRMONT MODEL ..... SERIAL ..... BEFORE SIGNING THE SALES AGREEMENT FOR THE PURCHASE OF SAME.

Date ..... SIGN .....  
SIGN .....

## **SERVICE PROCEDURES**

- 1. As to any part or appliance or device warranted by its manufacturer, please contact the nearest service center indicated in the separate warranty.**
- 2. As to items warranted by Fairmont Homes or the dealer, an initial request to your dealer will enable the dealer to advise Fairmont Homes of the problem if the dealer is of the opinion that the problem is a defect of the manufacturer covered by your warranty.**
- 3. If the dealer does not obtain for you, in a reasonable time, the satisfaction you believe you are entitled to under your warranty from Fairmont Homes - contact the Director of Service, Fairmont Homes, Inc., P.O. Box 27, Nappanee, IN. 46550, and Fairmont will service any warranty defect directly. If a dispute between the dealer obligation and manufacturer obligation is involved, a meeting at your home will be arranged.**
- 4. Be sure to protect your warranty period by written notice direct to Fairmont Homes, if at any time your year period is close to expiration and a warranty protected defect is involved.**
- 5. Consult your personal attorney to determine all of your rights under your state and Federal consumer laws which may offer remedies in addition to or different from our warranty.**