

WARRANTY
COVERAGE

FLEETWOOD HOMES ONE YEAR LIMITED WARRANTY

THIS WARRANTY IS EFFECTIVE WITH ALL MANUFACTURED HOMES PRODUCED AFTER JANUARY 1, 2010.

Coverage

Fleetwood Homes, Inc. ("Fleetwood") warrants to the ORIGINAL RETAIL PURCHASER that your new home, including the structure, plumbing, mechanical and electrical systems installed by Fleetwood, is warranted under normal use to be free from manufacturing defects in material or workmanship. Any such defects will be repaired or replaced at Fleetwood's discretion. The owner is responsible for normal home maintenance as described in the Owner's Manual.

Term

This Limited Warranty begins on the date of the close of sale to the ORIGINAL RETAIL PURCHASER and extends for a period of one year from that date for non-cosmetic defects and for a period of ninety days for the cosmetic defects described below. This Limited Warranty covers only those defects that become evident within the applicable warranty period, and where notice was given to the selling retailer or Fleetwood not later than ten (10) days after the expiration of the warranty period.

Cosmetic Defects. The following cosmetic defects present at first occupancy must be reported to your Retailer or the Customer Service Department at the Manufacturing Plant. Fleetwood will make one trip to the home and repair these items within 90 days of the close of sale. It is extremely important that all items in need of repair are included in your first and only cosmetic repair request. A checklist for your use may be found in the Owner's Manual.

- a. Broken, chipped or scratched glass or mirrors, or electrical cover plates.
- b. Scratches, dents, gouges or scuffs in vinyl floor coverings, walls, doors, cabinets, moldings, countertops, appliances, or plumbing fixtures, including toilet seats.
- c. Stains, cuts and/or tears in and on carpets, floor coverings, window treatments.
- d. Damaged or stained hardware (towel bar, door pulls, knobs, etc.), shower doors, exterior siding, trim or shutters.
- e. Torn or damaged window screens.
- f. Cracking or shrinking of fixture, tile or trim caulking.
- g. Broken, loose or missing trim.
- h. Adjustments to window, interior and exterior doors, cabinet doors, and toilets.

NOTWITHSTANDING THE FOREGOING, ANY OF THE FOLLOWING ACTS WILL TERMINATE THE LIMITED WARRANTY:

1. Sale or transfer of the manufactured home from the ORIGINAL RETAIL PURCHASER to another. This Limited Warranty applies only to the ORIGINAL RETAIL PURCHASER.
2. Use or occupancy of the manufactured home by a household other than that of the ORIGINAL RETAIL PURCHASER, including for rental purposes. This Limited Warranty applies only to use by the ORIGINAL RETAIL PURCHASER.
3. Removal of the home from the site at which it is first placed after purchase by the ORIGINAL RETAIL PURCHASER. This Limited Warranty applies while the home remains at the site at which it is first placed after purchase by the ORIGINAL RETAIL PURCHASER.

ANY LEGAL ACTION TO ENFORCE THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN TWELVE MONTHS AFTER THE EXPIRATION OF THIS LIMITED WARRANTY

**BINDING
ARBITRATION**

Limitation and Disclaimer

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 MENTAL ANGUISH OR DISTRESS, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF USE OF HOME, TELEPHONE CHARGES, HOTEL BILLS OR OTHER INCIDENTAL CHARGES OR COSTS) 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. IN STATES WHERE DISCLAIMERS OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE INVALID; SUCH IMPLIED WARRANTIES ARE HEREBY EXPRESSLY LIMITED TO A PERIOD OF TWELVE MONTHS FROM THE DATE OF ORIGINAL PURCHASE. ANY DISPUTE RELATING TO WHAT IS COVERED UNDER FLEETWOOD'S WARRANTY OR THE MANUFACTURER'S RESPONSIBILITY FOR THE CONSEQUENCES OF MOLD, INCLUDING ANY PROPERTY DAMAGE OR PERSONAL INJURY CLAIM, OR ANY OTHER CLAIM, IS SUBJECT TO THE APPLICABLE ARBITRATION PROVISIONS OF THE RETAIL PURCHASE CONTRACT AND THE FLEETWOOD WARRANTY. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Disclaimer of Unauthorized Agreements

FLEETWOOD IS NOT BOUND BY NOR LIABLE FOR ANY AGREEMENT OR COMMITMENT MADE BY ITS EMPLOYEES, RETAILERS OR AGENTS THAT ARE NOT IN ACCORDANCE WITH THIS LIMITED WARRANTY, UNLESS SUCH AGREEMENT OR COMMITMENT IS IN WRITING SIGNED BY THE FACTORY GENERAL MANAGER OR SERVICE MANAGER.

Binding Arbitration

The homeowner(s) and the Manufacturing Plant that manufactured the home, as well as its corporate affiliates, acknowledge and agree that any and all disputes among them shall be resolved pursuant to the arbitration process set forth in this warranty by means of final and binding arbitration before the American Arbitration Association (AAA) in accordance with the rules and procedures of the AAA. Prior to arbitration, the parties agree to formally mediate the case. Judgment on the arbitration award may be entered in any court having jurisdiction. Such disputes shall be considered on a single case-by-case basis, without any disputes, claims or actions being resolved on a consolidated or class basis. Because the parties have agreed to arbitrate all claims, a party to this arbitration provision may not serve as a class representative or participate as a class member in a putative class-action against any party entitled to compel arbitration under this arbitration provision. If any provision of this arbitration agreement or warranty is found to be unenforceable, such provision shall be considered separate from the remaining provisions of this warranty and such remaining provisions shall remain in full force and effect.

If either party to this arbitration initiates any claim or action against the other party in any forum or through any process other than arbitration, such other party may move to compel the matter to arbitration, and may recover all costs and fees associated with such motion to compel arbitration, and any appeal thereof, if arbitration is compelled.

EXCLUSIONS

Exclusions and Limitations

This Limited Warranty extends only to the repair or replacement, at Fleetwood's discretion, of defective parts. This is the exclusive remedy available. Replacement parts may not be identical to the original parts.

THIS LIMITED WARRANTY DOES NOT COVER:

1. Defects or problems related to improper transportation or installation of the home;
2. Defects or problems related to improper site preparation, improper setup or leveling of the home, including retailer/display stock models;
3. Defects or problems related to soil conditions at site; such as settling of the soil or shifting soil conditions or problems resulting from an inadequate foundation, improper grading, settling, or improper drainage of the site (NOTE: It is recommended that downspouts and gutters be utilized to channel the water away from the structure.);
4. Failure to adequately ventilate the crawl space in accordance with the Fleetwood Set Up Manual or State or Local building codes, whichever is more stringent;
5. Failure to comply with instructions contained in the Fleetwood Set Up Manual and Fleetwood Owner's Manual;
6. Any defect or damage caused by failure to maintain the home, abuse, misuse, neglect, carelessness, theft, vandalism, natural disasters, high winds, hail or "acts of god."
7. Routine maintenance such as leveling, adjusting doors and windows, caulking, etc.;
8. Any home used for rental or commercial purposes;
9. Any appliance, including, but not limited to, range and oven, refrigerator, dishwasher, furnace, washer, dryer, and garbage disposal. Appliances are usually covered by warranties from the manufacturers who made them. These warranties are included in the manufactured home owner's packet with the Owner's Manual or are located on the appliance itself. **IN ANY CASE, FLEETWOOD MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SUCH APPLIANCES, WHETHER SUCH APPLIANCES ARE OTHERWISE WARRANTED OR NOT;**
10. Deterioration from wear or exposure (Please refer to Owner's Manual);
11. Tires or brakes, furnishings, window coverings or carpet wear in high traffic areas;
12. Any defect caused by alteration, modification or re-installation of the home;
13. Any defect which would not have occurred if the instructions in the Fleetwood Owner's Manual and/or Set Up Manual had been followed;
14. Deterioration caused by loads for which the home was not designed to support or resist;
15. Alterations or modifications provided by retailer or other third parties; such as damage due to improper placement of A/C condensation line, mismatched shingles, damage due to improper dryer venting or damage to bottom board by third party installations such as water, electric, sewer, gas or HVAC;
16. Water distribution leaks on systems that have water pressure supplies at 80 psi or greater;
17. Roof leaks caused by ice or debris build-up, ice or debris water ponding on the roof;
18. Loss of time, inconvenience, commercial loss, loss of use of the home, incidental charges such as telephone calls, hotel bills or other incidental or consequential damages.
19. The use of portable kerosene heater or other type of fuel in the home;
20. Use of the home as a support structure for objects attached to it such as awnings, carports, garages, etc.;

21. Problems resulting from condensation;
22. Mold. If mold growth results from a condition that is no longer covered by the *One Year Limited Warranty*, the homeowner will be responsible for all costs of remediation and repair. If, however, mold growth results from a condition that is still under warranty (e.g., a plumbing or roof leak within the covered warranty period), Fleetwood is responsible for the following:

- a. Repair of the leak or condition that caused the mold growth;
- b. Removal or cleaning of affected building materials;

Fleetwood will NOT be responsible for any other losses, damages, or claims, caused or alleged to be caused by MICROBIAL MATTER or other alleged contamination, including, but not limited to, property damage, personal injury, loss of income, legal fees or expenses, emotional distress, mental anguish, death, loss of use, loss of value, all other economic loss, adverse health effects, or any other effects.

How to Obtain Warranty Service

To obtain service under this Limited Warranty, you must follow these steps:

1. Inspect your home thoroughly to determine exactly what service is required.
2. Make a list of the required service. Be sure to sign and date the list.
3. Contact your retailer. Provide the retailer with a copy of your list. By agreement with Fleetwood, the retailer is obligated, at no charge to the owner, to provide for, arrange for, repair or replace any parts necessary to correct defects in material or workmanship. If your request for service is not resolved to your satisfaction, make sure the request has been called to the attention of the general manager or owner of the retail store.
4. If your request for service has not been answered to your satisfaction within a reasonable length of time, write (include the complete serial number of your home, your telephone number and a copy of your list of required service) and/or call the factory at the address or phone number listed on the cover of this manual.
5. In the event your retailer and the Fleetwood factory representative have been unable to resolve the problem, write to the Consumer Affairs Manager, 1001 N. Central Avenue, Suite 800, Phoenix, AZ 85004. Include the complete serial number of your home, your telephone number and a complete list of the requested warranty service and the attempts made by the retailer and factory to resolve the problem.

NOTE REGARDING HOMEOWNER MAINTENANCE

Fleetwood's Service Department is in place to provide the highest level of warranty service possible. It is not a function of our Service Department to provide home maintenance. Nevertheless, we are often asked to perform routine homeowner maintenance items such as unplugging toilets, fixing dripping faucets or faucet aerator blockage, changing furnace filters, replacing smoke alarm batteries, and the like. You are expected to perform normal routine maintenance of your home. Failure to maintain your home according to your Owner's Manual could void the coverage provided under this warranty. Please refer to your Owner's Manual for further information regarding homeowner maintenance.

THE REMEDIES PROVIDED IN THIS WARRANTY ARE THE SOLE REMEDIES PROVIDED BY FLEETWOOD HOMES.

PRIOR TO THE INITIATION OF ANY LEGAL WARRANTY CLAIM, INCLUDING A CLAIM FOR REPURCHASE OR REFUND, TO THE EXTENT NOT PROHIBITED BY ANY APPLICABLE LAW, THE MANUFACTURER REQUIRES THAT THE OWNER FIRST PROVIDE IT WITH DIRECT WRITTEN NOTIFICATION OF ANY DISSATISFACTION EXPERIENCED WITH THE HOME SO THE MANUFACTURER HAS THE OPPORTUNITY TO CURE THE PROBLEM OR DISSATISFACTION ITSELF. GIVING THE MANUFACTURER THIS DIRECT NOTICE AND OPPORTUNITY TO CURE ENABLES THE MANUFACTURER TO SUPPLEMENT PRIOR EFFORTS BY ITS AUTHORIZED RETAILER SO ANY ONGOING PROBLEM OR DISSATISFACTION CAN BE RESOLVED OR ADDRESSED BY THE MANUFACTURER.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE ITEMS OR COMPONENTS COVERED BY THE EXPRESS WARRANTY IS LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. ADDITIONALLY, THIS WARRANTY CONTAINS SPECIFIC EXCLUSIONS, THE VALIDITY OF WHICH MAY VARY FROM STATE TO STATE.

FLEETWOOD HOMES IS NOT RESPONSIBLE FOR ANY UNDERTAKING, REPRESENTATION OR WARRANTY MADE BY A RETAILER OR OTHER PERSON BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY.