



## THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR MANUFACTURED BUILDING SYSTEMS

Enrollment Number

177851

Manufacturing Control Number

14884/ON-71153

Effective Date Of Warranty

6-22-2017

### NOTICE OF WAIVER OF IMPLIED WARRANTY

THIS MANUFACTURERS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE PURCHASER OF THIS HOME AND ALL SUBSEQUENT PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH MAY BE GREATER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN. IMPLIED WARRANTIES ARE UNWRITTEN WARRANTIES RELATING TO THE REASONABLE EXPECTATIONS OF A HOMEOWNER WITH REGARD TO THE CONSTRUCTION OF THE HOMEOWNER'S HOME, AS THOSE REASONABLE EXPECTATIONS ARE DEFINED BY THE COURTS ON A CASE BY CASE BASIS. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES ASIDE FROM THOSE CONTAINED IN THIS DOCUMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD WORKMANSHIP, AND HABITABILITY, ARE HEREBY WAIVED. THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE BACKED WARRANTY, WHICH I HAVE READ AND WHICH I UNDERSTAND.

All aspects of the Home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.

PLEASE NOTE: RWC offers separate warranty programs for Builders and Manufacturers. In order for the entire Home to be covered, including foundation, both the Builder and the Manufacturer should provide the applicable RWC warranty to the Purchaser. For FHA/VA Homes and in states where warranty coverage is mandatory, both parts of the RWC program may be required. This Warranty does not meet the requirements of the State of New Jersey's New Home Warranty and Builder's Registration Act. Contact RWC for more information.

INSURER: WESTERN PACIFIC MUTUAL INSURANCE COMPANY, A RISK RETENTION GROUP





RESIDENTIAL WARRANTY COMPANY, LLC

5300 Derry Street, Harrisburg, PA 17111 • 717-561-4480

Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Manufacturer which includes the RWC Manufacturers Limited Warranty, assurance that your investment is well protected. This book explains the Manufacturers Limited Warranty in its entirety, and we encourage you to take time to **READ IT CAREFULLY**.

This Manufacturers Limited Warranty provides ten years of protection in accordance with this warranty book from the delivery date of the Home to the Builder's or Purchaser's lot (whichever location the Home is delivered to first). During the first year, your Manufacturer is responsible for specified warranty obligations. In the unlikely event your Manufacturer is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. During the remaining nine years, the Insurer is responsible for specified warranty obligations relating to Major Structural Defects (MSD).

This is not a warranty service contract, but a written ten year Limited Warranty, which your Manufacturer has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,

RESIDENTIAL  
WARRANTY  
COMPANY, LLC



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## A. INTRODUCTION

1. This book explains what this *Manufacturers Limited Warranty* on your *Home* covers, what it does not cover, how it works, and other details, conditions and limitations that apply. Some of the important terms contained in this *Manufacturers Limited Warranty* are defined in Section V. When reading this *Manufacturers Limited Warranty*, you will recognize the terms that are defined, because these words are in bold print, like this. Read this document in its entirety, including its definitions, to understand the protection it provides, the exclusions that apply, your responsibilities, how the *Warranty* is interpreted, and how it operates. If you have any questions, you may call RWC at (717) 561-4480.
2. This *Manufacturers Limited Warranty* will automatically transfer to a new Owner if you sell your *Home* during the ten (10) year term of the *Manufacturers Limited Warranty*, except in the case of a foreclosure that voids the warranty as provided in Section I.A.3.
3. This *Manufacturers Limited Warranty* becomes void and all obligations on the part of *Warrantor* cease as of the date an Owner vacates the *Home* due to foreclosure proceedings.

## B. WHAT YOUR MANUFACTURERS LIMITED WARRANTY COVERS

1. Beginning on the *Effective Date of Warranty*, your *Home* is warranted as follows:
  - a. Your *Manufacturer* warrants that, for a period of one (1) year, *Warranted Items* will function and operate as described in the *Warranty Standards of Year One* described in Section II.
  - b. *Major Structural Defects (MSD)* are warranted for ten (10) years.
  - c. *Damage caused by the Builder in construction of the foundation or erection of the unit onto the foundation is excluded.*
  - d. The *Manufacturer* is the *Warrantor* during Year 1 of this *Manufacturers Limited Warranty* and the *Insurer* is the *Warrantor* in Years 2-10.

## C. RESPONSIBILITIES, LIMITATIONS, AND CONDITIONS

1. You are responsible for regular maintenance of your *Home* and surrounding areas. General and preventative maintenance is required to prolong your *Home's* life.
2. You are responsible for providing proof that a written, signed and dated walk-through inspection list of items in need of service was established within seven (7) business days from the date of delivery of your *Home*.
3. *There are no warranties that extend beyond the description contained in this Manufacturers Limited Warranty. To the extent permitted by law, all such*



*other warranties, expressed or implied, including, but not limited to, implied warranties of fitness, merchantability, good workmanship and habitability are hereby waived.*

4. You must obtain written authorization from the *Administrator* prior to incurring expenses. Costs incurred for unauthorized repairs to *Warranted Items* are not reimbursable.
5. It is anticipated that your *Manufacturer* will assign to you all manufacturers' warranties on products included in your *Home*. Neither the *Insurer* nor the *Administrator* will be liable for your *Manufacturer's* failure to do so. *Appliances* and similar products and *Equipment* are not covered by this *Manufacturers Limited Warranty*.
6. The *Warrantor* will repair, replace, or pay the reasonable cost of repair or replacement of *Defects*. In the case of a warranted *MSD*, the *Warrantor's* obligation is limited to actions necessary to restore the *MSD* to its load-bearing capacity. The aggregate cost to the *Warrantor* under this *Manufacturers Limited Warranty* shall not exceed an aggregate equal to the *Limit of Liability* as established by the *Manufacturer* on the *Manufactured Building Systems Enrollment Form*. The *Warrantor* in all cases shall choose whether to repair, replace, or make payment.
7. Actions taken to cure *Defects* will *NOT* extend the periods of coverage provided in this *Manufacturers Limited Warranty*.
8. If your *Manufacturer* fails to complete any part of the *Home* that is reasonably foreseeable to cause damage to the *Home*, then it is your responsibility to complete such parts of the *Home* to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this *Manufacturers Limited Warranty*. The warranty period for any item completed after the *Effective Date of Warranty* shall be deemed to have commenced on the *Effective Date of Warranty*.
9. The *Warrantor* is not responsible for matching color, texture, or finish where materials must be replaced or repaired.



## SECTION I. THE MANUFACTURERS LIMITED WARRANTY

### D. WHAT YOUR MANUFACTURERS LIMITED WARRANTY DOES NOT COVER

*All aspects of the Home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.*

This Manufacturers Limited Warranty does **NOT** cover:

1. Loss, damage or injury to land, persons, animals, personal property, and improvements or structures, other than Warranted Items in the Home.
2. Loss or damage which, directly or indirectly, results from or is made worse by the following:
  - a. Insects, birds, vermin, rodents, or wild or domestic animals.
  - b. Use of the Home for non-residential purposes.
  - c. Any condition which is covered by any other insurance or for which compensation is granted by Legislation.
  - d. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
  - e. Deterioration due to normal wear and tear.
  - f. Dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.
  - g. Material or work supplied by anyone other than your **Manufacturer** or your **Manufacturer's** employees, agents or subcontractors.
  - h. Failure to routinely and properly maintain your **Home** and the property on which your **Home** is located, including failure to provide proper and routine ventilation.
  - i. **Structurally Attached** decks, balconies, patios, porches, stoops, porch roofs and porticos.
  - j. Elements of the **Home** which are constructed in a way that is separate from foundation walls or other structural elements of the **Home** like, but not limited to, chimneys and concrete floors of basements and attached garages.
- k. Any modification or addition to the **Home**, or the property under or around the **Home**, made after the **Effective Date of Warranty** (other than changes made in order to meet the obligations of this **Manufacturers Limited Warranty**).
- l. The weight of a waterbed or any other type of furnishing or **Equipment** that exceeds the load-bearing design of the **Home**.
- m. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the **Home**.
- n. Acts or omissions by you, your agents, employees, licensees, or invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism, or vandalism.
- o. Your failure to minimize or prevent loss or damage in a timely manner.
- p. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating and Cooling System, Plumbing System** or **Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.
- q. Negligent operation of the **Home** or its systems by anyone other than your **Manufacturer**, its agents, employees or subcontractors.
- r. The **Water Supply System**, private or public, including volume and pressure of water flow and quality and potability of water.
- s. The **Sewage Disposal System**, private or public, including design.
- t. A swimming pool whether located within or outside the **Home**.





## SECTION I. THE MANUFACTURERS LIMITED WARRANTY



- u. Shipment/transportation and/or installation. The **Manufacturer** and/or **Installer** may have other insurance which may apply.
- 3. Your **Manufacturer's** failure to complete construction of the **Home**, or any portion of it, on or before the **Effective Date of Warranty**, or damages arising from such failure. An incomplete item is not considered a **Defect**. (Your **Manufacturer**, however, may be obligated to complete such items under separate agreements between you and your **Manufacturer**.)
- 4. A deficiency which does not result in actual physical damage or loss to the **Home**.
- 5. **Consequential Damages**.
- 6. Violation of applicable building codes or ordinances, unless such violation results in a **Defect** which is otherwise covered under this **Manufacturers Limited Warranty**. Under such circumstances, the obligation of the **Warrantor** under this **Manufacturers Limited Warranty** shall be only to repair the **Defect**, but not necessarily to restore or bring the **Home** into compliance with the codes or ordinances.
- 7. A **Defect** that is a subject of a request for warranty performance submitted to the **Administrator** after an unreasonable delay or later than thirty (30) days after the expiration of the applicable **Warranty** period.
- 8. A **Defect** that you repair without prior written authorization of the **Administrator**.
- 9. The removal and/or replacement of items not covered by this **Manufacturers Limited Warranty**, like landscaping or personal property, and items not originally installed by your **Manufacturer**, like wallpaper, where removal and replacement are required to repair a **Defect**.
- 10. Wiring, wires and cables that connect the **Home** to communication services like telephone, television, intercom, computer and security systems.
- 11. **The Water Supply System**, including volume and pressure of water flow.
- 12. **The Sewage Disposal System**, including design.
- 13. Any **Defect** consisting of, caused by, contributed to, or aggravated by moisture, dampness, condensation, wet or dry rot, mold, mildew, fungus, rust or heat build-up, regardless of the originating cause of any moisture or water penetration that leads to the **Defect**.
- 14. Sound transmission and sound proofing.

15. **Appliances and Equipment in your Home**. The **Appliances and Equipment in your Home** may be covered by warranties issued by the manufacturers or suppliers, and your **Manufacturer** should pass these on to you. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this **Manufacturers Limited Warranty**.

16. Elements of the **Home** which are constructed separate from foundation walls or other structural elements of the **Home**, like, but not limited to, chimneys and concrete floors of basements and attached garages.

17. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating and Cooling System, Plumbing System or Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.



18. A swimming pool whether located within or outside the **Home**.

19. Any item not listed as a **Warranted Item** in this **Manufacturers Limited Warranty**. The enumeration of the Exclusions above is not intended to be exhaustive of the items that are not covered by this **Manufacturers Limited Warranty**.

20. Modifications or additions to the **Home**, or property under or around the **Home**, made after the **Effective Date of Warranty** (other than changes made in order to meet the obligations of this **Manufacturers Limited Warranty**).



## SECTION II. WARRANTY STANDARDS



### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

	OBSERVATION	ACTION REQUIRED	COMMENTS
<b>1. FRAMING</b>			
<b>CEILING</b>	1.1 Uneven ceiling.	Manufacturer will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
<b>FLOORING</b>	1.2 High and low areas; separations between finished floor boards.	Manufacturer will correct if high or low areas exceed 1/4 in. within a 32 in. measurement or if separations exceed 1/4 in.	Some minor framing imperfections should be expected.
	1.3 Floor squeaks.	Manufacturer will correct if caused by a defective joist or improperly installed subfloor. Manufacturer will not be responsible for replacing installed drywall to under side of floor. The Manufacturer will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.	A large area of floor squeaks which is noticeable, loud and objectionable is a Defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
<b>ROOF</b>	1.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
<b>WALL</b>	1.5 Bow or bulge.	Manufacturer will correct if bow or bulge exceeds 1/2 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
	1.6 Wall is out-of-plumb.	Manufacturer will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
	1.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a Defect.
<b>2. EXTERIOR</b>			
<b>DOORS</b>	2.1 Binds, sticks or does not latch.	Manufacturer will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. The Manufacturer is not responsible for minor adjustments.
	2.2 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
	2.3 Warping.	Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
	2.4 Split in panel.	Manufacturer will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
	2.5 Separation between door and weather-stripping.	Manufacturer will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather-stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.

## SECTION II. WARRANTY STANDARDS

### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



OBSERVATION

ACTION REQUIRED

COMMENTS

## 2. EXTERIOR

### DOORS

- 2.6 Screen mesh is torn or damaged.

Manufacturer will correct only if damage is documented within seven (7) business days from delivery of Home.

Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

### ROOFING

- 2.7 Roof and roof flashing leaks.

Manufacturer will correct active and current leaks that occur under normal conditions.

No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is Owner's responsibility. Substantiation of an active and current leak is the Owner's responsibility.

- 2.8 Lifted, torn, curled or cupped shingles.

No action required.

Owner maintenance is required. Cupping in excess of 1/2 in. should be reported to the manufacturer.

- 2.9 Shingles that have blown off.

Manufacturer will correct affected area if due to poor installation, unless installed by Builder after unit is delivered to lot.

Shingles shall not blow off in winds less than the manufacturer's specifications.

- 2.10 Inadequate ventilation.

Manufacturer will provide adequate ventilation.

Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow.

### WALL COVERING

- 2.11 Entrance of elements through separations of wood, hardboard or fiber cement siding or trim joints, or separations between trim and surfaces of masonry or siding.

Manufacturer will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.

Any separations 3/8 in. or less are considered routine Owner maintenance.

- 2.12 Siding materials become detached from the Home.

Manufacturer will correct affected area if due to improper workmanship or materials.

Separated, loose or delaminated siding can be due to improper maintenance and is not considered a Defect.

- 2.13 Aluminum or vinyl siding is bowed or wavy.

Manufacturer is responsible only if installed improperly and waves or bowing exceed 1/2 in. within a 32 in. measurement.

Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.

- 2.14 Paint or stain peels or deteriorates.

Manufacturer will correct. If 75% of a particular wall is affected, the entire wall will be corrected. If Defect is due to delay in the set and finish by the Builder, Manufacturer will not be held responsible.

Some fading is normal due to weathering. Mildew and fungus on exterior surfaces is caused by climatic conditions and considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Manufacturer's Limited Warranty.

- 2.15 Faulty application of primer and/or paint on wall and trim surfaces.

Manufacturer will correct primer only unless finish paint is applied prior to delivery by Manufacturer. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.

Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.



## SECTION II. WARRANTY STANDARDS



### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

	OBSERVATION	ACTION REQUIRED	COMMENTS
<b>2. EXTERIOR</b>			
<b>WALL COVERING</b>	2.16 Knot holes bleed through paint or stain.	Manufacturer will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.
	2.17 Vent or louver leaks.	Manufacturer will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.
<b>WINDOWS</b>	2.18 Condensation or frost on interior window surface.	No action required.	The normal temperature differences between windows and walls combined with the existence of high levels of humidity cause condensation. Today's energy efficient Homes and individual living habits contribute to excess humidity that can cause damage to your Home and furniture if not removed. Ventilate Home often and make use of a small dehumidifier to extract excess moisture from air.
	2.19 Clouding or condensation between panes of glass.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.20 Glass breakage.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.21 Excessive drafts and leaks.	Manufacturer will correct poorly fitted windows.	Drafts are sometimes noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is Owner's responsibility.
	2.22 Difficult to open, close or lock.	Manufacturer will correct.	Windows should open, close and lock with reasonable pressure.



## SECTION II. WARRANTY STANDARDS

### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



OBSERVATION

ACTION REQUIRED

COMMENTS

### 3. INTERIOR

#### DOORS

3.1 Latch is loose or rattles.

No action required.

Some minor movement should be expected.

3.2 Binds, sticks or does not latch.

Manufacturer will correct if due to faulty workmanship and materials.

Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. The Manufacturer is not responsible for minor adjustments.

3.3 Warping.

Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.

Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.

3.4 Excessive opening at bottom.

Manufacturer will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor. If floor covering is not provided by Manufacturer, Manufacturer cannot guarantee size of gap under door since all flooring material varies in thickness.

Gaps under doors are intended for air flow.

3.5 Rubs on carpet.

Manufacturer will correct only if floor covering is provided by the Manufacturer.

Manufacturer is not responsible if Builder or Owner installs carpet.

#### WALLS, CEILINGS, SURFACES, FINISHES & TRIM

3.6 Cracks and separations in drywall, lath or plaster; nail pops.

Manufacturer will correct cracks in excess of 1/8 in. in width. Manufacturer will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Manufacturer will correct only if documented within seven (7) business days from delivery of Home.

Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

3.7 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.

No action required.

Owner should insure that surface to be covered is suitable for installation of wall covering.

3.8 Surfaces deficiencies in finished woodwork.

Manufacturer will correct readily apparent splits, cracks, hammer marks and exposed nailheads only if documented within seven (7) business days from delivery of Home.

Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

3.9 Gaps between trim and adjacent surfaces, and gaps at trim joints.

Manufacturer will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.

Some separation due to lumber shrinkage is normal and should be expected.

3.10 Cracks in ceramic grout joints.

Manufacturer will correct cracks in excess of 1/8 in. one time only.

Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.



## SECTION II. WARRANTY STANDARDS



### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

OBSERVATION

ACTION REQUIRED

COMMENTS

### 3. INTERIOR

#### WALLS, CEILINGS, SURFACES, FINISHES & TRIM

3.11 Ceramic tile cracks or becomes loose.

Manufacturer will correct only if documented within seven (7) business days from delivery of Home.

Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

3.12 Cracking or deterioration of caulking.

No action required.

All interior caulking shrinks and deteriorates. Owner maintenance is required.

3.13 Wall or trim surfaces visible through paint.

Manufacturer will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.

#### FLOOR COVERING

3.14 Resilient flooring comes loose at edge or bubbles.

Manufacturer will correct.

Owner maintenance required.

3.15 Gaps at seams of resilient flooring.

Manufacturer will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.

Minor gaps should be expected. If Builder or Owner installs flooring and covering, subfloor preparation is Owner's responsibility. If subfloor repairs are made, the removal and replacement of Owner-installed floor covering is the Owner's responsibility.

3.16 Fastener pops through resilient flooring.

Manufacturer will correct affected area where fastener has broken through floor covering.

Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Manufacturers Limited Warranty.

3.17 Ridges or depressions in resilient flooring at seams of subflooring.

Manufacturer will correct ridges or depressions which exceed 1/8 in. in height or depth.

This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.

3.18 Cuts and gouges in any floor covering.

Manufacturer will correct only if documented within seven (7) business days from delivery of Home.

Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

3.19 Fades, stains or discolors.

Manufacturer will correct stains or spots only if documented within seven (7) business days from delivery of Home.

Fading is not a deficiency. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.



## SECTION II. WARRANTY STANDARDS

### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



OBSERVATION

ACTION REQUIRED

COMMENTS

### 3. INTERIOR

#### FLOOR COVERING

3.20 Premature wearing of carpet.

No action required.

Excessive wear in high-traffic areas such as entry ways and hallways is normal.

3.21 Visible gaps at carpet seams.

Manufacturer will correct gaps, only if carpet installed by Manufacturer.

Seams will be apparent. Owner maintenance is required.

3.22 Carpet becomes loose or buckles.

Manufacturer will correct one time only and only if carpet is installed by the Manufacturer.

Some stretching is normal. Owner should exercise care in moving furniture.

### 4. MECHANICAL

#### ELECTRICAL

4.1 Circuit breakers trip excessively.

Manufacturer will correct if tripping occurs under normal usage. If Defect is caused by work done by Builder during electrical work done on site, Manufacturer will not be responsible.

Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Manufacturers Limited Warranty.

4.2 Outlets, switches or fixtures malfunction.

Manufacturer will correct if caused by defective workmanship or materials.

Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.

4.3 Wiring fails to carry specified load.

Manufacturer will correct if failure is due to materials or improper installation by Manufacturer.

Owner maintenance is required.

#### HEATING AND COOLING

4.4 Condensation lines clog under normal use.

No action required.

Condensation lines will clog under normal conditions. Continued operation of drain lines requires Owner maintenance.

4.5 Noisy ductwork.

Manufacturer will correct oil canning noise if caused by improper installation.

When metal heats and cools, ticking and cracking may occur and are not covered by this Manufacturers Limited Warranty.

4.6 Ductwork separates.

Manufacturer will correct if failure due to materials or improper installation by Manufacturer.

Owner maintenance is required.

4.7 Insufficient heating, if Manufacturer provided Heating system.

Manufacturer will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. All rooms may vary in temperature by as much as 4 degrees.

Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.



## SECTION II. WARRANTY STANDARDS



### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

OBSERVATION

ACTION REQUIRED

COMMENTS

#### 4. MECHANICAL

##### HEATING AND COOLING

4.8 Insufficient cooling, if Manufacturer provided Cooling system.

Manufacturer will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.

Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.

4.9 Refrigerant line leaks.

Manufacturer will correct.

Owner maintenance is required.

##### PLUMBING

4.10 Pipe freezes and bursts.

Manufacturer will correct if due to faulty workmanship or materials. The Manufacturer will not be responsible if the Defect is caused by inadequate insulation provided by the Builder or Owner on site.

Manufacturer is not responsible for installations, connections and adjustments made on site. Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.

4.11 Noisy pipe.

Manufacturer will correct hammering noise if caused by improper installation.

Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.

4.12 Plumbing fixtures and trim fittings leak or malfunction.

Manufacturer or Builder will correct if due to faulty workmanship and materials.

Owner maintenance is required. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

4.13 Damaged or defective plumbing fixtures and trim fittings.

Manufacturer will correct only if documented within seven (7) business days from delivery of Home.

Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home. Defective trim fittings and plumbing fixtures are covered under the manufacturer's warranty.

4.14 Pipe leaks.

Manufacturer will correct if failure due to materials or improper installation by Manufacturer.

Condensation on pipes does not constitute leakage.

4.15 Water supply stops.

Manufacturer will correct if due to faulty workmanship or materials inside the Home.

Drought or causes other than faulty workmanship and materials will not be covered under this Manufacturers Limited Warranty.

4.16 Clogged drain or sewer.

Manufacturer will correct clog within structure provided by Manufacturer if caused by faulty workmanship or materials.

Clogs and stoppages beyond the exterior wall are not covered by this Manufacturers Limited Warranty. Routine Owner maintenance and proper use is required.



## SECTION II. WARRANTY STANDARDS

### A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



OBSERVATION

ACTION REQUIRED

COMMENTS

#### 5. SPECIALTIES

##### BATHROOM AND KITCHEN

5.1 Cabinet separates from wall or ceiling.	Manufacturer will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
5.2 Crack in door panel.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
5.3 Warping of cabinet door or drawer front.	Manufacturer will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
5.4 Door or drawers do not operate.	Manufacturer will correct.	Owner maintenance is required.
5.5 Chips, cracks, scratches on countertop, cabinet, fixture or fitting.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
5.6 Delamination of countertop or cabinet.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
5.7 Cracks or chips in fixture.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

##### INSULATION

5.8 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.
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## SECTION II. WARRANTY STANDARDS



### B. TEN YEAR MSD COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

	OBSERVATION	ACTION REQUIRED	COMMENTS
B. TEN YEAR MSD COVERAGE			
<b>MAJOR STRUCTURAL DEFECTS</b>	<b>B. Major Structural Defects</b>	The criteria for establishing the existence of a Major Structural Defect is set forth in Section V.L. of this Manufacturers Limited Warranty.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the load-bearing component(s) affected by a Major Structural Defect. In the first year, your Manufacturer is responsible for correcting Major Structural Defects.



## SECTION III. HOW TO REQUEST WARRANTY PERFORMANCE

### A. NOTICE TO WARRANTOR

*If a Defect occurs, you MUST notify the Warrantor in writing as provided below.*

1. Notice to Warrantor in year one.
  - a. If a Defect occurs in year one, you must notify your Builder in writing. Your request for warranty performance must clearly describe the Defect(s) in reasonable detail.
  - b. A request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
  - c. If a request for warranty performance to your Builder does not result in satisfactory action, you must give written notice to the Administrator as provided in Subsection B below within thirty (30) days of the expiration of the applicable coverage period or the request will be rejected as made untimely.
2. Notice to Warrantor for Major Structural Defects in years two through ten.
  - a. If a Major Structural Defect occurs in years two through ten of the Manufacturers Limited Warranty, you must notify the Administrator in writing as provided in Subsection B below.
  - b. Your request for warranty performance must describe the defective condition of the Defect in reasonable detail and must be mailed or emailed no later than thirty (30) days after the expiration of the applicable warranty period, or your request will be rejected as untimely made.

### B. HOW TO NOTIFY THE ADMINISTRATOR

1. Written notice to the Administrator of a request for warranty performance must be emailed to [warranty\\_resolution@rwcwarranty.com](mailto:warranty_resolution@rwcwarranty.com) or must be sent by Certified Mail, Return Receipt Requested, to: RWC Administrator, 5300 Derry Street, Harrisburg, PA 17111, Attention: Warranty Resolution Department.
2. Your notice to the Administrator must contain the following information:
  - a. Enrollment Number and Effective Date of Warranty;
  - b. Your Manufacturer's and Builder's name and address;
  - c. Your name, address, email address, and telephone number (including home, cell and work numbers);
  - d. A reasonably specific description of the Defect(s);
  - e. A copy of any written notice to your Builder;
  - f. Photographs, if they would be helpful in describing the Defect(s); and
  - g. A copy of each and every report you have obtained from any inspector or engineer.
3. *When a request for warranty performance is filed and the alleged Defect cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists and to pay both the cost of the substantiation*

*and the cost of correcting any damage done by such substantiation. If properly substantiated, your reasonable expenses in this regard will be reimbursed by the Warrantor.*

### C. MEDIATION AND INSPECTION FOLLOWING A REQUEST TO ADMINISTRATOR FOR WARRANTY PERFORMANCE

1. Within thirty (30) days after the Administrator receives proper notice of a request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Manufacturer and any other individuals or entities who the Administrator believes possesses relevant information.
2. At any time after the Administrator receives proper notice of your request for warranty performance, the Administrator may schedule an inspection of the alleged Defect. You must fully cooperate with the Administrator by providing reasonable access for such inspection and by providing any information requested of you by the Administrator regarding such Defect.
3. If your Manufacturer has defaulted regarding a year one Defect obligation for which the Manufacturer is the Warrantor, and you are entitled to a remedy under this Manufacturers Limited Warranty, prior to repair or replacement of the Defect(s), you must pay to the Administrator a Warranty Service Fee of \$250.00 for each request for Warranty performance. If the Administrator elects to pay you cash rather than to repair or replace the Warranted Item, the Warranty Service Fee will be subtracted from the cash payment due you.
4. During years two through ten, you must pay the Administrator a Warranty Service Fee of \$500.00 for each request for warranty performance regarding a Major Structural Defect prior to repair or replacement. If the Administrator elects to pay you cash rather than to repair or replace the Warranted Item, the Warranty Service Fee will be subtracted from the cash payment due you.

### D. ARBITRATION\*

1. If after thirty (30) days the Administrator has not been able to successfully mediate your request, or at an earlier time when the Administrator believes that your Manufacturer and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue.
2. If the Administrator determines that an Unresolved Warranty Issue exists, either you or the Warrantor may request arbitration. Arbitration is the sole recourse for an Unresolved Warranty Issue. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the Arbitrator are final and binding on all parties with no right to an appeal.

\*For Homes enrolled in New York: When making a request for warranty performance pursuant to Section III.D of this Manufacturers Limited Warranty, you have no obligation to submit to binding arbitration, nor do you have to pay any fee or charge for participation in nonbinding arbitration or any mediation process concerning your request. However, any Unresolved Warranty Issues must be submitted to arbitration before a legal proceeding may be commenced. Further, if an Owner resorts to litigation, the rights and obligations imposed by Section III.D shall apply to such litigation.



### SECTION III. HOW TO REQUEST WARRANTY PERFORMANCE

3. To begin the arbitration process, you must give the **Administrator** written notice, requesting arbitration of the **Unresolved Warranty Issue**. The written notice of your request for arbitration must be received by the **Administrator** no later than thirty (30) days following the expiration of the warranty period. However, if you receive notification of an **Unresolved Warranty Issue** from the **Administrator** following the expiration of the warranty period, then this period is extended and written notice of your request for arbitration must be received by the **Administrator** no later than thirty (30) days from the date of your receipt of notification of the **Unresolved Warranty Issue**. If you make this request, you must pay the arbitration fees before the matter is submitted to the arbitration service. The **Arbitrator** has the power, however, at the close of the arbitration to charge this fee to any party or to split it between the parties.
4. Within twenty (20) days after the **Administrator** receives your written request and the arbitration fees, your **Unresolved Warranty Issue** will be submitted to a neutral, reputable arbitration service experienced in arbitrating residential construction matters for resolution. The arbitration service will select a qualified **Arbitrator** to arbitrate the matter.
5. The arbitration will be conducted by an independent arbitration service upon which you and the **Administrator** agree and will be conducted in accordance with this **Manufacturers Limited Warranty** and the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* In the event that you and the **Administrator** do not agree on an independent arbitration service, either you or the **Administrator** may petition an appropriate court for appointment of an **Arbitrator**.
6. If any party begins litigation in violation of this Arbitration clause, that party must reimburse the other parties for their costs and expenses, including attorneys' fees incurred in seeking to dismiss such litigation.
7. Enforcement of Arbitration Award.
  - a. Except as provided in Subsection b. below:
    - i. For a year one **Defect**, the **Manufacturer** must comply with the **Arbitrator's Award** within sixty (60) days from the date the **Administrator** sends it to the **Manufacturer**.
    - ii. In years two through ten for a **Major Structural Defect**, the **Warrantor** must comply with the **Arbitrator's Award** within sixty (60) days from the date the **Administrator** receives it.
  - b. The **Warrantor** must begin compliance as soon as possible and complete it within the sixty (60) day compliance period, except for repairs that would reasonably take more than sixty (60) days to complete for reasons including, but not limited to, inclement weather. In such circumstances, the

**Warrantor** will complete such repairs or replacement as soon as possible without incurring overtime or weekend expenses.

- c. You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the **Administrator** written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.
- d. You must provide the **Warrantor** with reasonable weekday access to your **Home** during normal business hours so that it can perform its obligations. Failure by you to provide such access to the **Warrantor** may result in further damage that will not be covered by this **Manufacturers Limited Warranty** and may extend the time during which the **Warrantor** may fulfill its obligations.

#### E. CONDITIONS OF WARRANTY PERFORMANCE

1. Before the **Warrantor** pays for the reasonable cost of repair or replacement, you must sign and deliver to the **Manufacturer**, and/or the **Insurer** and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defect(s)** and any conditions arising therefrom.
2. When repair or replacement of a warranted **Defect** has been completed, you must sign and deliver to the **Manufacturer** and/or the **Insurer** and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defect(s)** and any conditions arising therefrom. The repaired or replaced **Warranted Items** will continue to be warranted by the **Manufacturers Limited Warranty** for the remainder of the applicable periods of coverage.
3. If the **Warrantor** repairs, replaces or pays you the reasonable cost to repair or replace a **Warranted Item**, the **Warrantor** shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such right, including, but not limited to, assigning the proceeds of any insurance or warranties to the **Warrantor**. You shall do nothing to prejudice these rights of subrogation.
4. You must provide the **Warrantor** and/or **Administrator** with reasonable weekday access during normal business hours to inspect the condition of your **Home** and/or to perform their obligations.



#### SECTION IV. OTHER PROVISIONS THAT APPLY TO THIS WARRANTY

- A. This is **NOT** an insurance policy, a maintenance agreement or a service contract.
- B. This **Manufacturers Limited Warranty** provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- C. This **Manufacturers Limited Warranty** is binding on the **Manufacturer** and you and your heirs, executors, administrators, successors and assigns.
- D. This **Manufacturers Limited Warranty** shall be interpreted and enforced in accordance with the laws of the state in which the **Home** is located.
- E. This **Manufacturers Limited Warranty** is separate and apart from other contracts between you and your **Manufacturer**, including any sales agreements. It cannot be affected, altered or amended in any way by any other agreement, except as stated in Subsection F. below.
- F. This **Manufacturers Limited Warranty** cannot be modified, altered or amended except by a formal written instrument signed by you, your **Manufacturer**, and the **Administrator**.
- G. If any provision of this **Manufacturers Limited Warranty** is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- H. All notices required under this **Manufacturers Limited Warranty** must be in writing and emailed

to [warranty.resolution@rwcwarranty.com](mailto:warranty.resolution@rwcwarranty.com) or sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address shown in Section III.B.1. of the **Manufacturers Limited Warranty**, or to whatever address the recipient may otherwise designate in writing. If you send your written notice by email to [warranty.resolution@rwcwarranty.com](mailto:warranty.resolution@rwcwarranty.com), the written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact RWC by calling 717-561-4480 and request to speak with the Warranty Resolution Department's Customer Service.

- I. If performance by the **Warrantor** under this **Manufacturers Limited Warranty** is delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God or nature, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or a person or entity not a party to this **Manufacturers Limited Warranty**.
- J. In this **Manufacturers Limited Warranty**, reference to a person includes entities and vice versa. Use of the singular includes the plural. Use of one gender includes the other gender.





## SECTION V. DEFINITIONS

To help you better understand certain terms in your **Manufacturers Limited Warranty**, the following definitions apply:

- A. **Administrator.** Residential Warranty Company, LLC (RWC) is the Administrator of this **Manufacturers Limited Warranty**. RWC is neither the **Warrantor** nor the **Insurer**.
- B. **Appliances and Equipment.** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in house sprinkler systems, and similar items, including all attachments and appurtenances.
- C. **Arbitrator.** The person appointed by the independent arbitration service to resolve an **Unresolved Warranty Issue**.
- D. **Builder.** The person or entity that built or erected the **Home** for the **Purchaser** on the **Purchaser's** site.
- E. **Consequential Damages.** All **Consequential Damages**, including but not limited to, damage to the **Home** that is caused by a warranted **Defect**, but is not itself a warranted **Defect**, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- F. **Defect.** A condition of a **Warranted Item** that, according to the **Warranty Standards** described in Section II or in Section V.L., requires action by the **Warrantor**. Failure to complete construction of the **Home** or any portion of the **Home**, in whole or in part, is not considered a **Defect**.
- G. **Effective Date of Warranty.** It is the date coverage begins as specified on the front cover of this **Manufacturers Limited Warranty** which is the date of delivery of the **Home** to the **Builder's** or **Purchaser's** lot, whichever location the **Home** is delivered to first.
- H. **Electrical System.** All wiring, electrical boxes and connections, that provide electricity to the **Home** up to the house side of the meter base.
- I. **Heating, Ventilating, and Cooling System.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
- J. **Home.** A single family dwelling which may be a two or more unit structure conveyed as a single unit pre-manufactured before delivery to the site.
- K. **Insurer.** Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC), located at 9265 Madras Ct, Littleton, CO 80130, phone: 303-263-0311. (Refer to Section III. for instructions on requesting warranty performance.)
- L. **Major Structural Defect (MSD).** All of the following conditions must be met to constitute a **Major Structural Defect**:
  - 1. Actual physical damage to one or more of the following specified load-bearing components of the **Home**;
  - 2. Causing the failure of the specific major structural components; and
  - 3. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the **Home**.Load-bearing components of the **Home** deemed to have **MSD** potential:
  - a. roof framing members (rafters and trusses);
  - b. floor framing members (joists and trusses);
  - c. bearing walls;
  - d. columns;
  - e. lintels (other than lintels supporting veneers);
  - f. girders; and
  - g. load-bearing beams.

**NOTE:** *Foundation systems and footings are excluded because they were not installed by the Manufacturer.*

Examples of non-load-bearing elements deemed **NOT** to have **Major Structural Defect** potential:

- a. non-load-bearing partitions and walls;
- b. wall tile or paper, etc;
- c. plaster, laths or drywall;
- d. flooring and subflooring material;
- e. brick, stucco, stone, veneer or exterior wall sheathing;
- f. any type of exterior siding;
- g. roof shingles, sheathing and tar paper;
- h. **Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems**;
- i. **Appliances**, fixtures, or items of **Equipment**;
- j. doors, windows, trim, cabinets, hardware, insulation, paint and stains; and
- k. decks, porches and chimneys.







- M. **Manufactured Building Systems Enrollment Form.** The form signed by the **Manufacturer** which identifies the serial number of the **Home**, the **Effective Date of Warranty** and the location of the **Home**.
- N. **Manufacturer.** The person or entity which is a participating member of this Warranty Program and obtained this **Manufacturers Limited Warranty** for the **Purchaser**.
- O. **Manufacturers Limited Warranty.** The terms and conditions contained in this book.
- P. **Owner.** See **Purchaser**.
- Q. **Plumbing System.** All pipes located within the **Home** and their fittings, including, but not limited to, gas supply lines and vent pipes.
- R. **Purchaser.** You. The **Purchaser** includes the first buyer of the warranted **Home** and anyone who owns the **Home** during the warranty period.
- S. **Residence.** See **Home**.
- T. **Sewage Disposal System.** This System includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drain fields and seepage pits, outside and beyond the exterior wall of the **Home**, whether the System is private or public.
- U. **Structurally Attached.** An integral part of the **Home** being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the **Home**.
- V. **Unresolved Warranty Issue.** All requests for warranty performance, demands, disputes,

controversies and differences that may arise between the parties to this **Manufacturers Limited Warranty** that cannot be resolved among the parties. An **Unresolved Warranty Issue** may be a disagreement regarding:

- a. the coverages in this **Manufacturers Limited Warranty**;
  - b. an action performed or to be performed by any party pursuant to this **Manufacturers Limited Warranty**;
  - c. the cost to repair or replace any item covered by this **Manufacturers Limited Warranty**.
- W. **Warrantor.** Your **Manufacturer** in year one and the **Insurer** in years two through ten and in year one if your **Manufacturer** defaults.
  - X. **Warranted Items.** Those items in the **Home** that are specifically identified in the **Warranty Standards** described in Section II, that can require action from the **Warrantor** if a **Warranty Standard** is not met.
  - Y. **Warranty Standards.** The standards, described in Section II, by which the condition of a **Warranted Item** will be judged to determine whether action by the **Warrantor** is required, and if so, the type of action that such condition requires of the **Warrantor**.
  - Z. **Water Supply System.** This System includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the **Home**, which supply water to the **Home**, whether public or private.





RESIDENTIAL WARRANTY COMPANY, LLC