



Modular Log Home Manufacturer

## ONE YEAR LIMITED WARRANTY

For the purpose of this Limited Warranty, the terms set forth below have the following definitions:

- ❖ **HOME** A new modular home manufactured by the *manufacturer* and purchased by the *Original Purchaser(s)*.
- ❖ **MANUFACTURER** Cozy Cabins LLC
- ❖ **ORIGINAL PURCHASER(S)** The individual(s) who bought the *home* from an authorized dealership and who use the *home* for personal, family, or household purposes (rather than for commercial or industrial purposes).
- ❖ **SUBSTANTIAL DEFECTS** Any factory-introduced failure to meet the applicable building codes that were in effect when the *home* was manufactured, but excluding minor problems not caused by the manufacturing process.
- ❖ **WARRANTY PERIOD** A period of twelve (12) months which begins the date a *home* is delivered to the *Original Purchaser(s)* or the designee of the *Original Purchaser(s)*.

The *manufacturer* extends this Limited Warranty to the *Original Purchaser(s)* of any *home*. The enforceability of this Limited Warranty is limited to the *Original Purchaser(s)* and applies only if (1) the *home* was sold by an authorized retailer whom acquired the home directly from the manufacturer, (2) the *home* is located at the *Original Purchaser's* original installation site, and (3) it is not used for commercial purposes.

Subject to the terms and conditions set forth in this Limited Warranty, the *manufacturer* warrants that the new *home* will be free from *substantial defects* in materials and workmanship during the *warranty period*.

In the event that the *home* contains a *substantial defect* which was present at the time of its manufacture the *manufacturer* shall be provided with written notice of the defect within the *warranty period*. If the reported defect is covered by this Limited Warranty the *manufacturer* will (a) repair or cause the repair of the defect or (b) replace or cause the replacement of the component in which the defect appears. This choice of remedies is left to the sole discretion of the *manufacturer* or manufacturer's representative. Replacement parts or components may have slight variation in color. If the identical part or component is not available, the *manufacturer* will provide a similar part or component of equal or greater value.

### THIS WARRANTY DOES NOT COVER THE FOLLOWING:

- Any undertaking, representation or warranty made by a retailer or other person beyond those expressly set forth in this warranty. [see warranty disclaimers]
- Any *home* moved from the site where it was originally installed.
- Any *home* used for anything other than private residential occupancy.
- Situations not handled according to the instructions for obtaining warranty service as provided in this document.
- Problems not caused by defects in workmanship, materials or the design of the *home*.
- Damage to personal property other than the *home* itself.
- Incidental or consequential damages in any event and of any kind. [see warranty disclaimers]
- Expenses incurred to repair the *home* which are not approved by the *manufacturer* in advance.
- Alterations, modifications, or additions to the *home* provided by anyone other than the *manufacturer*.
- Any components, accessories or appliances manufactured by a third-party which may be separately warranted by their respective manufacturers.
- Condensation on windows, door glass, or other exterior glass surfaces. (This is the normal reaction caused by higher than necessary relative humidity in the interior of the home during cold outside temperatures and therefore is not an indication of any type of warranted item.)
- Defects or damages resulting from:
  - Improper transportation of the *home*.
  - Improper installation or leveling of the *home* and/or failure to complete the installation according to the instructions in the *manufacturer's* Installation Manual.
  - Inadequate foundation, or foundation not designed to bear the loads at the required locations as specified on the *home's* individual plan set.

- Unauthorized alteration to the *home* or the imposition of loads for which the *home* was not designed to support or resist, including damage as the result of attaching additions, decks, porches, carports, etc. to the *home*.
- Settling of the home, shifting of soil, or frost upheaval (such occurrences may cause doors or windows to become out of adjustment).
- Daily changes in temperature and humidity, which may cause gaps in exterior siding and/or trim, separation of caulk from substrate, minor gapping, swelling, or cupping of wood floors, minor cracks in interior of home on walls, ceilings or trim, or interior trim pulling away from walls or ceiling. (Such occurrences are generally the result of normal seasonal changes and the natural reaction of wood products and are therefore not an indication of any type of warranted item.)
- High relative humidity, condensation, ground moisture, or the use of moisture producing appliances (kerosene heaters, LPG, natural gas or other forms of fuel-burning unvented heaters, humidifiers, etc.)
- Extended moisture exposure caused by plants, building attachments or accessories, or unmitigated leaks; or the failure to maintain adequate ventilation in and underneath the home; or the failure to provide an adequate vapor barrier and drainage away from the home; or the failure to properly vent the dryer exhaust away from the home.
- Exposure to insects or woodpeckers.
- Failure by owner to complete preventative maintenance in a timely fashion in order to prevent damage, including but not limited to, staining/sealing of home exterior, caulking of roof vents, windows, doors, sinks, tubs, and siding butt joints, failure to clean gutters, etc.
- Normal wear & tear occurring during or after delivery and installation.
- Wear and tear in stock and display homes.
- Improper or inadequate connections of utility systems to the home or between sections of multi-section units, including water supply, septic, electric, and other utilities.
- Water distribution systems with continuous or intermittent pressures in excess of 80 psi.
- Frozen pipes.
- Ice or debris buildup/dams or water standing on the roof.
- Abuse, misuse, negligence, accident, theft, vandalism, natural disasters or acts of God.

#### **NORMAL WEAR & TEAR and COSMETIC IMPERFECTIONS**

Normal wear and tear and cosmetic imperfections are NOT covered by the Limited Warranty, as listed below. However, should any of these imperfections be present at the time the *home* is delivered from the factory, and if not the result of the transportation of the unit, the *manufacturer* will repair or replace, or cause the repair or replacement of such cosmetic imperfections if given written notice within thirty (30) days of the date the *home* was installed at its original site.

Normal wear and tear and cosmetic imperfections include, but are not limited to, the following:

- Broken, chipped or scratched glass, mirrors, or electrical cover plates.
- Scratches, tears, cracks, dents, discoloration and other similar damage to the roof, exterior siding, floor coverings, wall coverings, ceilings, trim, doors, windows, screens, cabinets, countertops, appliances, plumbing fixtures (including toilet seats, shower stalls and tubs), and other interior or exterior materials.
- Damaged or stained hardware (such as door pulls and knobs, towel bars, etc.), shower doors or shutters.
- Loose molding or trim, or gaps in trim.
- Minor shrinkage, expansion, cupping or warping of wood materials, such as siding, trim, wall covering, or floor covering.
- Dried, cracked, or missing caulk.
- Alignment or adjustment of drawers, cabinet doors, or fixture covers.
- Failures caused by lack of maintenance.

#### **MAINTENANCE OF WOOD EXTERIOR**

Wood exteriors require regular maintenance and any damages resulting from the lack of maintenance is NOT covered by the Limited Warranty. The required exterior maintenance includes staining/resealing of all exterior wood surfaces, as well as reapplying caulk to windows, doors, and other potential leakage areas if original caulk seal has been damaged and/or cracks have appeared. Normal shrinkage and expansion of wood siding may also create gaps at end joints which must be caulked to prevent moisture penetration.

#### **WARRANTY DISCLAIMERS:**

**MANUFACTURER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND OR NATURE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY.**

**IN NO EVENT SHALL THE MANUFACTURER NOR OTHERS ASSUME ANY LIABILITY TO THE ORIGINAL PURCHASER(S) OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE LOSS OF TIME OR INCONVENIENCE, LOSS OF REVENUE, COMERCIAL LOSS, BEING DISPLACED OR UNABLE TO USE THE HOME, MENTAL DISTRESS, TRAVEL, LODGING, OR TELEPHONE CALLS.**