



# SUNBELT MODULAR, INC.

## MANUFACTURED BUILDING LIMITED WARRANTY

For good and valuable consideration in connection with Sunbelt Modular, Inc.'s ("Manufacturer") sale of a manufactured building ("Building") to the original Purchaser of the Building ("Purchaser"), Manufacturer warrants its manufactured building ("Building") to be free from defects in material and workmanship for a period of one (1) year from the date the Manufacturer's Invoice is issued ("Warranty Period") to the Purchaser. As used in this Limited Warranty, the term "Purchaser" shall only mean the person or entity who originally acquired the Building directly from the Manufacturer.

Subject to the terms and exclusions below, Manufacturer will in its sole discretion replace or repair any defective materials or workmanship at no charge to Purchaser or will authorize and pay for a qualified service person, approved by Manufacturer, to perform the necessary work. Manufacturer will not accept or pay for any work performed or materials purchased in connection with defective material or workmanship without Manufacturer's prior, written authorization. Manufacturer reserves the right to substitute materials of equal or better quality as determined in its sole discretion. Purchaser shall give Manufacturer notice of any material defect in the following manner:

1. If the defect is visible, it must be reported in writing to Manufacturer within five (5) working days from Purchaser's acceptance of delivery of the Building, but in no case later than within one (1) year from the date Manufacturer's invoice is issued to the Purchaser of the Building.
2. All other defects must be reported to Manufacturer in writing within five (5) working days of the discovery of such defects by Purchaser, but in no case later than within one (1) year from the date Manufacturer's invoice is issued to the Purchaser of the Building.

Minor adjustments to doors, moldings, ceiling grid, wall alignments and windows may be necessary due to stresses in shipping. These are not warranty items and Purchaser is responsible for and should be prepared to make any such minor adjustments.

Purchaser acknowledges, understands and agrees that Manufacturer's production plants use internal modular industry installation procedures that conform to modular industry standards in order to facilitate transport of the Building which may be different from or conflict with installation instructions for individual material components and as such may result in voiding the warranty of an individual component's manufacturer.

All units are purchased FOB Manufacturer's factory of origin, and as such, Manufacturer is not responsible for any damage sustained while the Building is in transit. Purchaser is responsible for filing all claims for damage sustained while the Building is in transit with the transportation company that Purchaser contracts with to provide the transit.

Manufacturer specifically assumes no responsibility for appliances, including but not limited to, air conditioners, water heaters, ranges, and refrigerators, installed as part of the Building. Manufacturer expressly disclaims all warranties for such appliances, regardless of whether these appliances are covered by a separate warranty from the appliance manufacturer. In the event any such appliance is covered by a separate warranty from the appliance manufacturer, Manufacturer will provide copies of any such appliance manufacturer warranty to Purchaser. Manufacturer also disclaims any warranty for the following items, which are hereby expressly excluded from coverage under this Limited Warranty:

1. Any damage to persons or property resulting from the negligence, abuse, or accident of Purchaser, or others, or the improper use of the Building by Purchaser, or others;
2. Any damage to persons or property resulting from improper installation of the Building at its intended location, including but not limited to, damage caused by, soil conditions, foundations, pier construction, leveling, or weatherproofing of the Building;

3. Any damage to persons or property resulting from improper utility connections, including but not limited to, damage caused by improper electrical, gas, water, cable television, low-voltage, sewage, telephone, or other power or utility connections;
4. Any damage resulting from normal wear and tear;
5. Normal maintenance (for example, but not by way of limitation, air conditioner filters).
6. Any Buildings shipped or used outside the continental United States;
7. Any damage to persons or property resulting from or related to water damage, moisture, or mold, whether such damage is the result of or related to flood, tsunami, standing water, ground water, drain/sewage backup, condensation, burst or clogged pipes within or outside the Building, and/or HVAC connections;
8. Modifications, alterations, or unauthorized repairs to the Building made without the prior, written permission of Manufacturer;
9. Any and all violations of applicable state or local building code designs and requirements, including but not limited to occupancy, loading, and classification;
10. Any damage due to Purchaser's delay in reporting any alleged defect under this Limited Warranty;
11. Any damage to tires or caused by tires;
12. Minor door adjustments;
13. Minor cracking of tape, or textured/painted walls.
14. Any product specially ordered by the Purchaser or Purchaser's dealer.

**THIS LIMITED WARRANTY IS EXPRESSLY PROVIDED BY MANUFACTURER IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESS OR IMPLIED. MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY OF ANY KIND. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY. THE MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE BUILDING OTHER THAN THAT EXPRESSED HEREIN.**

THIS WARRANTY COVERS ONLY THE STRUCTURE AND EXPRESSLY EXCLUDES INJURIES, DAMAGES, LIABILITIES, LOSSES, COST, EXPENSES, OR FEES (INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY KIND OR NATURE, SUCH AS BODILY INJURY, PROPERTY DAMAGE, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE, CONSEQUENTIAL, CONTINGENT, LIQUIDATED, INCIDENTAL OR ANY OTHER TYPE OF DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY DAMAGES FROM LOSS OF ANTICIPATED REVENUES OR PROFITS, LOSS OF USE, LOSS OF BUSINESS, OR COST OF LOST OR REPLACEMENT GOODS), WHETHER ARISING IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, AND DAMAGES OCCURRING TO ANY PERSON OR PROPERTY BECAUSE OF ANY DEFECT IN THE BUILDING.

Purchaser acknowledges that no other representations were made to him nor relied upon by him with respect to the quality, fitness for a particular purpose, and function of such Building covered herein.

This Limited Warranty and its terms shall be strictly construed and governed by the laws of the State in which the Building was fabricated by Manufacturer. Any dispute arising from this Limited Warranty shall be brought exclusively in the State or Federal courts of the State in which the Building was fabricated by Manufacturer and by accepting delivery of the Building, Purchaser agrees that Purchaser is subject to personal jurisdiction in the State and Federal courts in the State in which the Building was fabricated, and that venue in such courts is appropriate for any litigation arising out of or relating in any way to this Limited Warranty.

This Limited Warranty and the corrective action to be taken by Manufacturer pursuant to this Limited Warranty shall constitute the entire obligation of Manufacturer under this Limited Warranty, and performance under this Limited Warranty shall fulfill any and all liabilities of Manufacturer to the Purchaser. Purchaser's remedies against Manufacturer are expressly limited as provided in this Limited Warranty.

Purchaser's compliance with the provisions of this Limited Warranty is an express condition precedent before Purchaser can enforce the remedies provided in this Limited Warranty, and failure to satisfy said condition precedent waives Purchaser's rights under this Limited Warranty.

Wherever possible, each provision of this Limited Warranty shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Limited Warranty, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Limited Warranty or valid portions of such provision, which are hereby deemed severable.