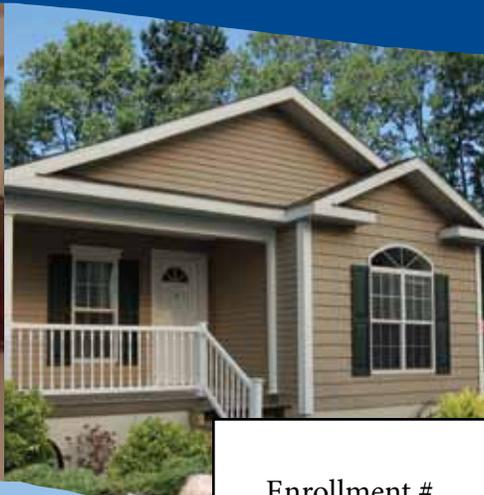


# MANUFACTURERS LIMITED STRUCTURAL WARRANTY

Ten Year Structural Warranty for Manufactured Homes



**MHWC**  
New Home Warranties

Enrollment # \_\_\_\_\_

Mfg Control # \_\_\_\_\_

Effective Date of Warranty \_\_\_\_\_

**THIS MANUFACTURERS LIMITED STRUCTURAL 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. THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE BACKED STRUCTURAL WARRANTY, WHICH I HAVE READ AND WHICH I UNDERSTAND.**

#### **NOTICE OF WAIVER OF IMPLIED WARRANTY**

I recognize that by accepting the express structural warranty and the insurance covering this structural warranty for the period of time provided in this contract, I am giving up the right to any claims for implied warranties, which may be greater than the express warranty. 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.

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: MHWC 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 MHWC warranty to the Purchaser. For FHA/VA Homes and in states where warranty coverage is mandatory, both parts of the MHWC program may be required. Contact MHWC for more information.*

The MHWC Limited Warranty displayed on this page is a **SAMPLE** only. The MHWC Limited Warranty applicable to your home may differ from the one displayed here. You must consult your validated MHWC Limited Warranty book for the terms of coverage that apply to your home.

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

WPMIC 925 Rev. 9/13  
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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 MHWC Manufacturers Limited Structural Warranty, assurance that your investment is well protected. This book explains the Manufacturers Limited Structural Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Manufacturers Limited Structural Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first year, your Manufacturer is responsible for Major Structural Defects as defined in this book. 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 Major Structural Defects.

This is not a warranty service contract, but a written ten year limited structural 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,  
MHWC



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# MHWC®

New Home Warranties

The MHWC Limited Warranty displayed on this page is a **SAMPLE** only. The MHWC Limited Warranty applicable to your home may differ from the one displayed here. You must consult your validated MHWC Limited Warranty book for the terms of coverage that apply to your home. **page i**

**A. INTRODUCTION**

1. *This book explains what this **Manufacturers Limited Structural 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 Structural Warranty** are defined in Section V. When reading this **Manufacturers Limited Structural 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 MHWC at (717) 561-4480.*
2. This **Manufacturers Limited Structural Warranty** will automatically transfer to a new **Owner** if you sell your **Home** during the ten (10) year term of the **Manufacturers Limited Structural Warranty**, except in the case of a foreclosure that voids the warranty as provided in Section I.A.3.
3. This **Manufacturers Limited Structural 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 STRUCTURAL WARRANTY COVERS**

1. Beginning on the **Effective Date of Warranty**, your **Home** is warranted as follows:
  - a. **Major Structural Defects (MSD)** are warranted for ten (10) years.
  - b. *Damage caused by the Builder in construction of the foundation or erection of the unit onto the foundation is excluded.*
  - c. The **Manufacturer** is the **Warrantor** during Year 1 of this **Manufacturers Limited Structural 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. *There are no warranties that extend beyond the description contained in this **Manufacturers Limited Structural 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.*

3. You must obtain written authorization from the **Administrator** prior to incurring expenses. Costs incurred for unauthorized repairs to **Warranted Items** are not reimbursable.
4. 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 Structural Warranty**.
5. The **Warrantor** will repair, replace, or pay the reasonable cost of repair or replacement of **Major Structural 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 Structural Warranty** shall not exceed an aggregate equal to the Limit of Liability as established by the **Manufacturer** on the **Manufacturer's Enrollment Form**. The **Warrantor** in all cases shall choose whether to repair, replace, or make payment.
6. Actions taken to cure **Defects** will **NOT** extend the periods of coverage provided in this **Manufacturers Limited Structural Warranty**.
7. 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 Structural 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**.
8. The **Warrantor** is not responsible for matching color, texture, or finish where materials must be replaced or repaired.

**D. WHAT YOUR MANUFACTURERS LIMITED STRUCTURAL 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.*

# SECTION I.

## The Manufacturers Limited Structural Warranty



This **Manufacturers Limited Structural 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.
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
  - 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 Structural 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; decks and balconies; 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. 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. A swimming pool whether located within or outside the **Home**.
  - s. Shipment/transportation and/or installation. The **Manufacturer** and/or Installer may have other insurance which may apply.

damages arising from such failure. An incomplete item is not considered a **Major Structural 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 **Major Structural Defect** which is otherwise covered under this **Manufacturers Limited Structural Warranty**. Under such circumstances, the obligation of the **Warrantor** under this **Manufacturers Limited Structural Warranty** shall be only to repair the **MSD**, but not necessarily to restore or bring the **Home** into compliance with the codes or ordinances.
7. A **Major Structural 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 Warranty period.
8. A **Major Structural 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 Structural 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 **Major Structural Defect**.
10. 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 moisture or water penetration that leads to the **Defect**.
11. Sound transmission and sound proofing.
12. 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.
13. 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.
14. Improvements not part of the **Home** itself, including but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops; decks and balconies; 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. 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.

15. A swimming pool whether located within or outside the **Home**.
16. Any item not listed as a **Warranted Item** in this **Manufacturers Limited Structural Warranty**. The enumeration of the Exclusions above is not intended to be exhaustive of the items that are not covered by this **Manufacturers Limited Structural Warranty**.
17. 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 **Manufacturer's Limited Structural Warranty**).



## SECTION II. Warranty Standards A. Ten Year MSD Coverage Only

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Manufacturers Limited Structural Warranty. Read Section I to determine if the following Warranty Standards apply.

### A. TEN YEAR MSD COVERAGE ONLY

OBSERVATION	ACTION REQUIRED	COMMENTS
<b>MAJOR STRUCTURAL DEFECTS</b>		
<b>A.1 Major Structural Defects.</b>	The criteria for establishing the existence of a <b>Major Structural Defect</b> is set forth in Section VI. of this <b>Manufacturers Limited Structural Warranty</b> .	The <b>Warrantor</b> will correct <b>Major Structural Defects</b> , limited to such actions as are necessary to restore the load-bearing capability of the load-bearing component(s) affected by a <b>Major Structural Defect</b> . In the first year, your <b>Manufacturer</b> is responsible for correcting <b>Major Structural Defects</b> .



## SECTION III. How to Request Warranty Performance

### A. NOTICE TO WARRANTOR

*If a Major Structural Defect occurs, you **MUST** notify the Warrantor in writing as provided below. This written request for warranty performance must be emailed to [warranty.resolution@mhwconline.com](mailto:warranty.resolution@mhwconline.com) or postmarked no later than thirty (30) days after the expiration of the Applicable Warranty Period. For example, if the item is warranted under the Manufacturer's one (1) year warranty period, a request for warranty performance must be emailed to [warranty.resolution@mhwconline.com](mailto:warranty.resolution@mhwconline.com) or postmarked no later than thirty (30) days after the end of the first year to be valid.*

1. Notice to **Warrantor** for **Major Structural Defects** in year one.
  - a. If a **Major Structural Defect** occurs in year one, you must notify your **Builder** in writing.

- b. Your request for warranty performance must clearly describe the **Major Structural Defect(s)** in reasonable detail.
- c. 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. Such notice to the **Administrator** must be postmarked within thirty (30) days of the expiration of the applicable coverage period or the request will be rejected as untimely made.

2. Notice to **Warrantor** for **Major Structural Defects** in years two through ten.
  - a. If a warranted **Major Structural Defect** occurs in years two through ten of the **Manufacturers Limited Structural 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 in reasonable detail.

#### B. HOW TO NOTIFY THE ADMINISTRATOR

1. Written notice to the **Administrator** of a request for warranty performance must be emailed to [warranty.resolution@mhwconline.com](mailto:warranty.resolution@mhwconline.com) or must be sent by Certified Mail, Return Receipt Requested, to: MHCW **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 **Major Structural Defect(s)**;
  - e. A copy of any written notice to your **Builder**;
  - f. Photographs, if they would be helpful in describing the **Major Structural 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 Major Structural 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 **Major Structural 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 **Major Structural Defect**.
3. If your **Manufacturer** has defaulted regarding a year one **Major Structural Defect** obligation for which the **Manufacturer** is the **Warrantor**, and you are entitled to a remedy under this **Manufacturers Limited Structural Warranty**, prior to repair or replacement of the **Major Structural Defect(s)**, you must pay to the **Administrator** a Warranty Service Fee of \$500.00 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.
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

## SECTION III. How to Request Warranty Performance

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 Structural 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. In year one for a **Major Structural 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 Structural Warranty** and may extend the time during which the **Warrantor** may fulfill its obligations.

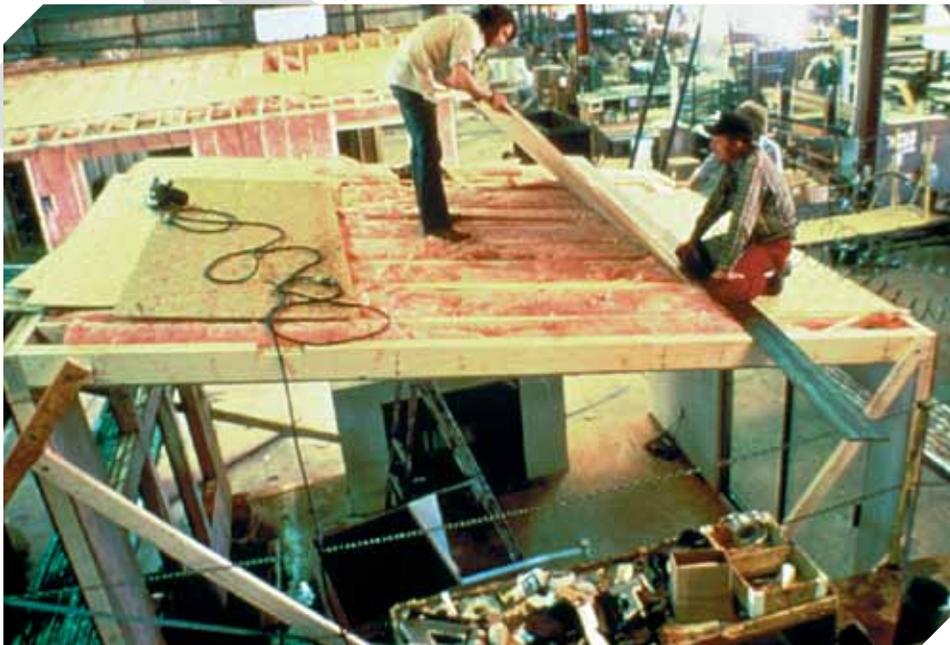
### E. CONDITIONS OF WARRANTY PERFORMANCE

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 **Major Structural Defect(s)** and any conditions arising therefrom.
2. When repair or replacement of a warranted **Major Structural 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 **Major Structural Defect(s)** and any conditions arising therefrom. The repaired or replaced **Warranted Items** will continue to be warranted by the **Manufacturers Limited Structural 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.

- A. This is **NOT** an insurance policy, a maintenance agreement or a service contract.
- B. This **Manufacturers Limited Structural Warranty** provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- C. This **Manufacturers Limited Structural Warranty** is binding on the **Manufacturer** and you and your heirs, executors, administrators, successors and assigns.
- D. This **Manufacturers Limited Structural Warranty** shall be interpreted and enforced in accordance with the laws of the state in which the **Home** is located.
- E. This **Manufacturers Limited Structural 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 Structural 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 Structural 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 **Manufacturer's**

**Limited Structural Warranty** must be in writing and emailed to [warranty.resolution@mhwconline.com](mailto:warranty.resolution@mhwconline.com) or sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address shown in Section III.B.1. of the **Manufacturer's Limited Structural Warranty**, or to whatever address the recipient may otherwise designate in writing. If you send your written notice by email to [warranty.resolution@mhwconline.com](mailto:warranty.resolution@mhwconline.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 MHCW 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 Structural 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 Structural Warranty**.
- J. In this **Manufacturers Limited Structural 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 Structural Warranty**, the following definitions apply:

- A. **Administrator.** MHWC is the Administrator of this **Manufacturers Limited Structural Warranty**. MHWC is neither the **Warrantor** nor the **Insurer**.
- B. **Arbitrator.** The person appointed by the independent arbitration service to resolve an **Unresolved Warranty Issue**.
- C. **Builder.** The person or entity that you purchased your **Home** from and has obtained this **Manufacturers Limited Structural Warranty** for you.
- D. **Consequential Damages.** All **Consequential Damages**, including but not limited to, damage to the **Home** that is caused by a warranted **Major Structural Defect**, but is not itself a warranted **Major Structural Defect**, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- E. **Defect.** A condition of a **Warranted Item** that, according to the **Warranty Standards** described in Section II and in Section V.I., 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**.
- F. **Effective Date of Warranty.** It is the date coverage begins as specified on the front cover of this **Manufacturers Limited Structural Warranty** which is the date of delivery of the **Home** to the **Builder's** or **Purchaser's** lot.
- G. **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.
- H. **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.*)
- I. **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;
- k. decks, porches and chimneys; and
- l. tie down wires, anchoring devices, cables and straps.

- J. **Manufacturer.** The person or entity which is a participating member of this Warranty Program and obtained this **Manufacturers Limited Structural Warranty** for the **Purchaser**.
- K. **Manufacturer's Enrollment Form.** The form signed by the **Manufacturer** which identifies the make, model and serial number of the **Home**, the **Effective Date of Warranty** and the location of the **Home**.
- L. **Manufacturers Limited Structural Warranty.** The terms and conditions contained in this book.
- M. **Owner.** See **Purchaser**.
- N. **Purchaser.** You. The **Purchaser** includes the first buyer of the warranted **Home** and anyone who owns the **Home** during the warranty period.
- O. **Residence.** See **Home**.



- P. **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**.
- Q. **Unresolved Warranty Issue.** All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this **Manufacturers Limited Structural Warranty** that cannot be resolved among the parties. An **Unresolved Warranty Issue** may be a disagreement regarding:
- The coverages in this **Manufacturers Limited Structural Warranty**;
  - An action performed, to be performed by any party pursuant to this **Manufacturers Limited Structural Warranty**;
  - The cost to repair or replace any item covered by this **Manufacturers Limited Structural Warranty**.
- R. **Warrantor.** Your **Manufacturer** in year one and the **Insurer** in years two through ten for **Defects** that are **Major Structural Defects**, and in year one if your **Manufacturer** defaults.
- S. **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.
- T. **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**.



SAMPLE

**MHWC**<sup>®</sup>

New Home Warranties

## Manufacturers Limited Structural Warranty