

# **(INDICOM BUILDINGS, INC.)**

(721 N. BURLESON BLVD, BURLESON, TX 76028)

## **MANUFACTURED BUILDING LIMITED WARRANTY**

Indicom Buildings, Inc. ("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 of Manufacturer's invoice ("Warranty Period") to the purchaser ("Purchaser"). As used in this Limited Warranty, the term "Purchaser" shall mean the person or entity to which the Building was originally sold by 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 a qualified service person 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.
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 of Manufacturer's invoice to the Purchaser of the Building.

Purchaser or its installation contractor are permitted, without prior approval of Manufacturer, to make minor adjustments to doors, moldings, cabinets, ceiling grid, wall mates, and windows that are not defective, but that may work loose or become out of square during transit and or installation.

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, purchased as part to the Building. Manufacturer expressly disclaims all warranties for such appliances, regardless of whether these appliances are covered by a separate warranty. 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 improper use of the Building by Purchaser;
2. Any damage to persons or property resulting from improper installation of the Building, 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 power, water, sewage, telephone, or other 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. Modifications, alterations, or unauthorized repairs to the Building made without the prior, written permission of Manufacturer;
8. Violations of applicable state or local building code designs and requirements, including but not limited to occupancy, loading, and classification;
9. Any damage due to Purchaser's delay in reporting any alleged defect under this Limited Warranty;
10. Any damage to tires or caused by tires;
11. Minor door adjustments;
12. Minor cracking of tape, or textured/painted walls.
13. 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 EXPRESSED 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 WARRANT. 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 and federal courts of the state in which the Building was fabricated by Manufacturer.

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

Any failure on the part of Purchaser to comply with the provisions of this Limited Warranty shall nullify, cancel, and void the Limited Warranty given herein; thereafter such Limited Warranty shall be of no further force, consequence, or effect in any way whatsoever, except by way of limitation as to Purchaser's remedies.