

# HECKAMAN HOMES

## ONE YEAR LIMITED WARRANTY

### COVERAGE

Heckaman Homes warrants to the INITIAL Builder's retail customer that this structure is free from construction defects in material or workmanship under normal use, subject to the conditions set forth in this warranty. Such defects, if deemed to be under initial warranty, will be repaired or replaced without charge for material or labor within the warranty period set forth.

### TIME PERIOD

This warranty extends for a period of: ONE (1) YEAR starting 60 days after Heckaman Homes rough set is performed, or FIFTEEN (15) MONTHS from date of manufacture, whichever comes first.

### SERVICE

Under normal business conditions, repair or replacement will be performed at the home site within 60 days, pending possible part availability or ordering time frames that could cause further service scheduling delays, after receipt of written notification from projects builder concerning defect. In situations requiring immediate attention, which would affect local authority approval for occupancy of structure, Heckaman Homes may authorize local service as required. In such situations Heckaman Homes will be responsible for reimbursing such service only when specifically authorized by Heckaman Homes. This applies to items/work, supplied or done by Heckaman Homes only.

### EXCLUSIONS, LIMITATIONS AND RESTRICTIONS

Heckaman Homes Warranty DOES NOT INCLUDE:

1. Coverage to correct defects attributable to owner's negligence, lack of maintenance, ordinary wear and tear, or builders/owners negligence to mitigate any damages as they could apply to service related items.
2. Coverage to correct defects attributable to improper foundation installation, settling or site environmental conditions.
3. Coverage to correct defects in appliances or products that are separately warranted by other manufacturers. (Such warranties are provided with your structure and must be registered with the manufacturer, or correct supplier, to be notified of recalls.)
4. Coverage to correct defects attributable to unauthorized repairs.
5. Coverage due to defects caused by, or defects in materials or workmanship supplied by, anyone other than Heckaman Homes.
6. Coverage under this warranty shall apply only to the initial Builder's retail customer of the structure. It is not transferable.
7. IN NO EVENT WILL HECKAMAN HOMES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, loss of use, loss of profits or wages, rental cost, lease fees or spoiled goods. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.)

**OTHER THAN AS SET FORTH ABOVE, HECKAMAN HOMES MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THIS STRUCTURE.**

**NO PERSON OR INDEPENDENT BUILDER IS AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR PROMISE ON BEHALF OF HECKAMAN HOMES.**

**THIS WARRANTY IS IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (SOME STATES DO NOT ALLOW THESE LIMITATIONS SO THIS LIMITATION MAY NOT APPLY TO YOU.)**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

Heckaman Homes reserves the unrestricted right to make changes in the design of, or improvements to its products without thereby imposing any obligations to make corresponding changes or improvement to products previously manufactured. For additional information or assistance, contact your local independent builder.

HECKAMAN HOMES

2676 East Market St./PO Box 229/Nappanee, IN 46550/574-773-4167

## **HOW TO RECEIVE SERVICE:**

All service related items are to be communicated to the projects independent builder whom the buyer has a contract with. Heckaman Homes is a sub contractor to any given project and not a general contractor/builder. The independent builder your contract is with will communicate service related issues to those that are responsible, which may or may not include Heckaman Homes. If an outstanding issue involving Heckaman Homes portion of any given project has not been resolved or had direction given to be resolved, from your builder to you, within the time frames, procedures and guidelines stated within this warranty, concerns should be forwarded in writing to:

Heckaman Homes

Attn: Service Dept.

PO Box 229

Nappanee, IN 46550