



# Chestnut Ridge Log Cabins

PO Box 1657 • Marion, NC 28752

## RV PARK MODEL STANDARD MANUFACTURER'S WARRANTY

### WARRANTY

1. Chestnut Ridge Log Cabins (Manufacturer) warrants that 1) the Manufacturer is the legal owner of the RV Park Model (Vehicle); 2) the Vehicle is free from all liens and encumbrances; 3) the Manufacturer has the right to sell the Vehicle; and 4) the Manufacturer will warrant and defend the title of the Vehicle against any and all claims and demands of all persons.
2. The Manufacturer warrants that the Vehicle will be fit for the purpose for which such Vehicle is ordinarily intended.
3. The Manufacturer warrants that the Vehicle is now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except any security interest that may be created in the transfer of title to the party purchasing the Vehicle, (Buyer) until the Manufacturer is paid in full.
4. Not later than thirty (30) days after transfer of title, the Buyer shall deliver a written list of any minor omissions or malfunctions not previously made known in writing to the Manufacturer. To the extent that such items are a normal Manufacturer responsibility or not otherwise excluded hereunder, corrections or adjustments will be made by the Manufacturer.
5. The Manufacturer warrants the Vehicle to be free from latent defects for a period of one (1) year following transfer of title. A latent defect in construction is herein defined as a defect not apparent at time of transfer of title, but which becomes apparent within one (1) year from date of transfer of title, and such defect has been directly caused by Manufacturer's failure to construct in accordance with ANSI A119.5, (the standard of construction for RV Park Models published by the American National Standards Institute), as amended from time to time. It is stressed, however, that normal characteristic behavior of construction materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.

### WHAT IS NOT COVERED

1. Notwithstanding anything to the contrary stated herein, this warranty does not cover any appliance, piece of equipment, or item which is a consumer Vehicle for purposes of the Magnuson-Moss Warranty Act (15 USC, 2301 through 2312.)
2. Manufacturer shall not assume responsibility for any of the following, all of which are expressly excluded from coverage under this warranty:
  - a. Defects in appliances or equipment which are covered by a third party manufacturer's warranty.
  - b. Incidental, consequential, or secondary damages caused by a breach of any contractual agreements between Manufacturer and Buyer.
  - c. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks, stone and masonry; drying, shrinking and cracking of caulking and weather-stripping.
  - d. Conditions resulting from condensation on, or expansion or contraction of materials.
  - e. Defective design or materials supplied by Buyer or installed under Buyer's direction, or defects caused by anything not built into, or installed as part of the Vehicle pursuant to contract between Manufacturer and Buyer.
  - f. Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the Vehicle.
  - g. Loss or injury due to the elements.

- h. Insect damage of any nature whatsoever.
  - i. Non-uniformity in appearance of used or simulated used brick or stone.
  - j. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, stone, plumbing fixtures, plastic laminate and glass not expressly identified to Manufacturer prior to transfer of title.
  - k. Dripping faucets and toilet adjustments after an initial thirty (30) day period.
  - l. Defects or damages caused by settling, back filling, slumping, movement, shifting, expansion or plasticity of the soils beneath the Vehicle once the Vehicle has been delivered to Purchaser pursuant to contract between Manufacturer and Buyer.
3. This warranty is given in lieu of any and all other warranties, either expressed or implied, including any implied warranty of merchantability, fitness for a particular purpose, habitability and workmanship.
  4. The Manufacturer makes no warranty, and no warranty will be deemed to exist, that the Buyer holds the Vehicle free of the claim of any third party that may arise from patent or trademark infringement.

### **PROCEDURE**

1. Should it appear that a possible latent defect (non-emergency nature) has developed, Buyer shall outline pertinent details in writing, and deliver same to Manufacturer. Following receipt of such notice, Manufacturer will make an inspection. If a latent defect exists, the Manufacturer will (at Manufacturer's sole option) either 1) repair, 2) replace, or 3) pay to Buyer the reasonable cost of such repair or replacement due to such latent defect(s); however, Manufacturer shall not be obligated to spend more than the purchase price of the Vehicle.
2. All warranty work shall be scheduled during normal weekday working hours except in emergencies.

### **LIMIT OF LIABILITY**

1. The Manufacturer shall not be liable under this warranty unless written notice of the latent defect shall have been given by Buyer to Manufacturer within the one (1) year warranty period. Steps taken by the Manufacturer to correct any defect or defects shall not act to extend the warranty period described hereunder.
2. The Buyer shall have 90 days after expiration of the one (1) year warranty period to bring any legal action hereunder.
3. Under no circumstances shall the Manufacturer be obligated to spend more on repairs covered under this warranty than the total purchase price of the Vehicle.

### **BUYER'S RESPONSIBILITIES**

To receive the full benefits of this Warranty, Buyer must at Buyer's expense:

1. Have the Vehicle serviced regularly as recommended by the manufacturer.
2. Keep a record of maintenance validated (signed and stamped) by the licensed repair facility, and keep receipts and work orders showing date and service performed. For services done by Buyer, keep a personal maintenance record with date and services performed including any receipts for products purchased to carry out that aforementioned maintenance

### **TRANSFER OF RIGHTS**

1. Manufacturer shall assign to Buyer all of Manufacturer's rights, if any, under third party manufacturer's warranties on appliances and items of equipment included as part of the Vehicle. Manufacturer shall assume no responsibility for such manufacturer's warranties and Buyer should follow the procedures in these warranties if defects appear in such appliances and items of equipment.
2. This warranty is extended only to the Buyer named herein. It is not transferable to subsequent Buyers of the Vehicle.

**EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE MANUFACTURER REGARDING THE VEHICLE.**