



## **Warranty**

### **Coverage period/Activation**

For a period of one year commencing 90 days after the day the home comes off the production line or 30 days after your home is set on its foundation (which ever comes first) Rochester Homes will make repairs which are necessary because of defects in materials or workmanship supplied by Rochester Homes. Rochester Homes will repair or replace, at our option, any defective parts at no cost. Because of design/product changes it may become necessary to substitute parts or components of substantially equal quality. This warranty covers, you the first retail purchaser/occupant of our new product from an authorized builder.

### **10 Year**

For a period of 10 years commencing 90 days after the day the home comes off the production line or 30 days after your home is set on its foundation (which ever comes first) Rochester Homes warrants any structural defects/failure with floor truss, framing components, and roof rafters. This warranty is for structural failure only.

### **What Is Not Covered**

Furnace, water heater, HVAC components, appliances, doors, windows, lights, fans, faucets, smoke detectors, range hood, cabinets, carpet and any similar components which may be separately warranted by the manufacturers of such equipment.

Foundations, concrete work, site work alterations and/or additions not built by Rochester Homes or any other component that is not listed on the signed print and production order issued to Rochester home at time of order by your builder/dealer.

Damage caused by or arising out of misuse/abuse, non-factory set-up issues, lack of proper maintenance, improper repairs by someone other than Rochester Homes, improper site preparation, drainage issues or any foundation issues. Rochester Homes will not be responsible for neglect of notification about necessary repairs or neglect in taking reasonable precautions (such as shutting water off if a leak is observed).

Normal deterioration, wear, damage caused by acts of God (winds, floods, high humidity), moisture intrusion or mold growth. Reasonable variations in paint and stain colors and natural wood grain.

## **How To Obtain Service**

**Step 1:** When service is needed on your home please contact your builder, the people with whom your contract is with. Rochester Homes works as a subcontractor to builders and the builder is responsible to orchestrate the proper customer service with its subcontractors including Rochester Homes.

**Step 2:** If problems covered by this warranty have not been resolved within a reasonable time by your builder, then write to; Rochester Homes, Inc., Attn: Service Department, P.O. Box 587 Rochester, Indiana 46975

## **Conditions And Legal Remedies**

We shall not be liable for incidental or consequential damages, such as special use of the property other than normal single family residential, expenses for transportation, lodging, loss of use of your home, inconvenience, or loss of income. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Implied warranties, including any warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Rochester Homes makes no other warranties, expressed or implied.

Any dispute between you and Rochester Homes relating to the terms and enforcement of this limited warranty and any other controversy or claims relating to or arising out of the sale, construction or occupancy of the home subject to this warranty shall be settled by binding arbitration administered by the American Arbitration Association under its construction industry arbitration rules. The arbitration shall take place in English in the state where the home is located and each party shall bear its own costs. There shall be one arbitrator and the decision of the arbitrator may be confirmed by a court of competent jurisdiction and enforced accordingly. Any action or arbitration to enforce warranty or any implied warranty alleged to exist or arising out of the sale, construction or occupancy of the home subject to this warranty must be commenced within one year after the expiration of this warranty