



HERITAGE HOMES
OF NEBRASKA, INC.

WARRANTY ACKNOWLEDGEMENT

House#: _____

Builder/Distributor: _____

Address: _____ State: _____ Zip Code: _____

Phone#: _____

Customer Name: _____

Address: _____ State: _____ Zip Code: _____

Phone#: _____

I (we) acknowledge receipt of a copy of the Heritage Homes of Nebraska, Inc. warranty. Having read and understanding this afore mentioned warranty, I (we) understand that _____ is the authorized service provider for my (our) Heritage Home. (Authorized Heritage Homes Builder/Distributor)

I (we) furthermore understand that all "requests for warranty work" need to go through my (our) authorized Heritage Homes Builder/Distributor. I (we) further understand that we are purchasing our home from _____ an independent business person who is not an agent of or for (Authorized Heritage Homes Builder/Distributor) Heritage Homes of Nebraska, Inc.

_____ (Authorized Heritage Homes Builder/Distributor) will provide warranty administration and service on the home for a period of one year on workmanship and materials. This warranty does not cover normal wear and tear or damage caused by deliberate or accidental incidents.

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X _____ Date _____
Customer

X _____ Date _____
Customer

X _____ Date _____
Authorized HH Builder/Distributor

All homes built by Heritage Homes of Nebraska, Inc., are manufactured with materials recognized by the building industry as superior for such purpose. These homes are built to give years of service when used according to instructions, so accordingly, Heritage Homes of Nebraska, Inc., makes the following warranties:

WARRANTY

1. Heritage Homes of Nebraska, Inc., hereinafter called Heritage Homes, warrants each new house manufactured by it to be free from defective workmanship on the part of its employees or defective material on the part of its material suppliers under normal use and service for a period of one year, after delivery to the original buyer. For service, if a defect is discovered, contact the Authorized Heritage Homes Builder (builder) from whom you purchased the house.
2. Heritage Homes' only obligation and buyer's sole and exclusive recourse against Heritage Homes shall be limited to correcting any such defective workmanship or material. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the aforementioned limitation or exclusion may not apply to you.
3. Heritage Homes shall not be obligated to correct any condition which in Heritage Homes' sole and absolute judgment is caused by repairs or alterations made outside of the factory in such a way as to affect performance, stability or reliability of the house nor to conditions which in Heritage Home's sole and absolute discretion are the result of misuse, neglect or accidents.
4. If a defect in workmanship or material is discovered within the 1 year period following delivery of this house to the original buyer, notice shall be given to the builder in writing no later than 30 days after the discovery of the defect. No implied warranty is made, but you are advised that some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
5. Condensation is moisture in the air turning into water and is a condition controlled by the actions of the occupants of the house. It is related to the amount of moisture the occupants permit to saturate the air, the amount of fresh air allowed to enter the home, and the amount of moisture laden air allowed to escape from the home. Therefore, Heritage Homes and the builder make no warranty whatsoever against condensation or damage as a result of condensation.
6. In the event of defects in flood covering, repairs will be made to the defective area only and will be repaired according to normal repairing procedures.
7. Small hairline cracks in the wallboard drywall are natural occurrences in a new home and cannot be prevented; therefore there is no warranty against these cracks.
8. Heritage Homes does not warrant any material or labor supplied or performed by the erectors of the home on the building site or damage due to insufficient foundation or blocking.
9. The buyer is expressly given notice that no agent, employee, builder or representative of Heritage Homes, has any authority to bind Heritage Homes to any affirmation, promise, representation or warranty concerning any home sold other than the warranty specifically set forth herein.
10. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
11. To the extent prohibited by law, the above terms or provisions are void. All terms or provisions not prohibited by law remain in full force and effect.
12. THE WARRANTY DESCRIBED IN THE PRECEDING 11 PARAGRAPHS SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY. HERITAGE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

