

SWEET-HAUS

TINY CABIN COMPANY

5874 CHESNEE HWY, CHESNEE SC 29323 864-805-0333

SWEET-HAUS, LLC RV PARK MODEL MANUFACTURER'S LIMITED WARRANTY All sales and purchases of RV Park Model units ("Units") manufactured, modified or sold by SWEET-HAUS, LLC ("Manufacturer") are expressly governed by the following limited warranty and the terms and conditions of sale (collectively, "Limited Warranty"). Manufacturer's sale and delivery of the Units is expressly conditional on Purchaser's acceptance of this Limited Warranty. For purposes of this Limited Warranty, "Purchaser" shall mean the initial purchaser of the Unit(s).

WHAT IS COVERED 1. General Coverage. Manufacturer warrants that: (i) Manufacturer is the legal owner of the Units; (ii) the Units are free from all liens and encumbrances except any lien or encumbrance created for the benefit of Manufacturer upon transfer to the Purchaser; (iii) Manufacturer has the right to sell the Units; (iv) the Units shall be free from material defects resulting from inferior materials or poor workmanship and shall comply with all written specifications Manufacturer provides to Purchaser with respect to the Units prior to delivery; (v) the Units will be free from Latent Defects (as hereafter defined) for a period of one (1) year after transfer of title to Purchaser; and (vi) the Units will be fit for the purpose for which such Units are ordinarily intended. No agent, sales representative or other employee of Manufacturer shall have any authority to modify or expand this express warranty.

For purposes of this Limited Warranty, a Latent Defect is a defect not apparent at the time of transfer of title, but which becomes apparent within one (1) year from the date of transfer of title, and such defect has been directly caused by Manufacturer's failure to construct in accordance with ANSI 119.5 (the standard of construction for RV Park Models published by the American National Standards Institute). Latent Defects do not include normal wear and tear, flaws or adverse conditions related to failure of the Purchaser to perform routine repairs or maintenance, or other issues related to the ordinary weathering or deterioration of construction materials.

2. Notice of Minor Deficiencies. No later than thirty (30) days after the transfer of title to the Purchaser, or thirty (30) days after the date of delivery if later, the Purchaser shall create a written list of any minor omissions or deficiencies not previously made known in writing to Manufacturer. If such items are a result of inferior materials, poor workmanship, or a failure to meet the specifications provided to the Purchaser by Manufacturer, then Manufacturer shall be responsible for repairing or, at its discretion, paying for the cost of repair of such items within a reasonable time after receipt of such notice.

WHAT IS NOT COVERED

1. In general, Manufacturer shall not be obligated to repair or replace, and Manufacturer's warranties shall be null and void as to, any Units which are not used for the purpose for which they are normally intended, are not used in accordance with applicable instructions and usage constraints, or are damaged by improper use, abuse or neglect.

2. Specific Types of Non-Covered Items. This Limited Warranty does not cover certain types of items or issues, such as, but not limited to, the following:

(a) Appliances or equipment which is covered by a third party manufacturer's warranty.

(b) 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, cracks due to drying and curing of concrete, stucco, plaster, bricks, stone and masonry; drying, shrinking and cracking of caulking and weather stripping; conditions resulting from condensation on, or expansion or contraction of materials.

(c) Defects due to design or materials supplied by Purchaser or installed at Purchaser's direction, or defects caused by anything not built into, or installed as part of the Unit pursuant to contract between Manufacturer and Purchaser.

(d) Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the Unit.

(e) Loss or injury due to the elements or insects or varmints.

(f) Non-uniformity of appearance of used construction materials.

(g) Chips, scratches, or mars in flooring, woodwork, walls, porcelain, plumbing fixtures, plastic laminate, and glass not expressly identified to the Manufacturer within the Notice Period defined above.

(h) Minor toilet adjustments.

(i) **Interior and Exterior Door adjustments.**

- (j) Defects or damage caused by settling, backfilling, slumping, movement, shifting, expansion, or plasticity of the soils beneath the Unit once the Unit has been delivered to the Purchaser.
- (k) Lost income or revenue for any reason included but not limited to the following:
 - i. Revenue
 - ii. Profit
 - iii. Fixed Costs
 - iv. Temporary Relocation.

GENERAL DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 1 ABOVE, MANUFACTURER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE UNITS AND THEIR CONTENTS. IF A TYPE OF DEFECT, A PART OF THE UNIT, OR OTHER CATEGORY OR TYPE OF ANY PORTION OF THE UNIT IS NOT EXPRESSLY COVERED HEREIN, THEN SUCH IS NOT WARRANTED HEREUNDER.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITED WARRANTY SHALL LIMIT THE IMPLIED WARRANTY OF MERCHANTABILITY, EXCEPT THAT SUCH WARRANTY SHALL BE LIMITED TO ONE (1) YEAR FROM THE DATE TITLE IS ISSUED TO PURCHASER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CLAIMS: Should it appear that a possible Latent Defect (non-emergency nature) has developed, Purchaser shall outline details in writing and deliver the same to Manufacturer. Following receipt of such notice, the Manufacturer may choose to make an inspection. If a Latent Defect exists, Manufacturer will (at Manufacturer's sole option) either 1) repair, 2) replace, or 3) pay to Purchaser 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 Unit(s). All warranty work shall be scheduled during normal weekday working hours except in emergencies.

LIMIT OF LIABILITY

1. Manufacturer shall not be liable under this Limited Warranty unless written notice of the Latent Defect shall have been given by Purchaser to Manufacturer within one (1) year warranty period. Steps taken by Manufacturer to correct any defect or defects shall not act to extend the warranty period.
2. The Purchaser shall have ninety (90) days after the 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 under this warranty than the total purchase price of the Units.
4. In no event shall Manufacturer be liable for consequential or incidental damages.
5. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LOST REVENUE, INCOME OR PROFITS DERIVED FROM THE SALE, RENTAL OR OTHER USE OF THE CABIN.
6. Manufacturers may charge reasonable fees for travel to a customer's site.

PURCHASER'S RESPONSIBILITY To receive the full benefits of the Warranty, Purchaser must at Purchaser's expense: a. Have the Units serviced regularly as recommended by the Manufacturer. b. Keep a record of maintenance and keep receipts and work orders showing date and service performed. For services done by Purchaser, keep personal maintenance records 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 Purchaser all of Manufacturers' rights, if any, under third party manufacturer's warranties on appliances and items of equipment included as part of the Units. Manufacturer shall assume no responsibility for such manufacturers' warranties and Purchaser shall follow the procedures in these warranties if defects appear in such appliances and items of equipment.
2. This Limited Warranty is extended only to the Purchaser named herein. It is not transferable to subsequent purchasers of the Units.