



POCKET HOUSE INC. MANUFACTURER'S LIMITED WARRANTY

All sales and purchases of RV Park Model units ("units") manufactured, modified or sold by Pocket House Inc. 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 the Purpose of this Limited Warranty, "Purchaser" shall mean the initial purchaser of the Unit(s).

Covered by Limited Warranty

1. General: Manufacturer warrants that: (i) the 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 the Manufacturer upon transfer to the Purchaser; (iii) the 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 as provided by Manufacturer to Purchaser prior to delivery; (v) the Units shall 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.

*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 CAN/CSA Z241 – Series 03 (the standard of construction for RV Park Models published by the Canadian Standards Association) as amended from time to time. 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. The Purchaser shall create a written list of any minor omissions or deficiencies not previously made known to the Manufacturer 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. If such items are a result of inferior materials, poor workmanship or a failure to meet the specifications provided to the Purchaser by the Manufacturer, then the 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.

3. Limit of Liability. The Manufacturer shall not be liable under this Limited Warranty unless written notice of the Latent Defect has been given by Purchaser to Manufacturer within 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. The Purchaser shall have ninety (90) days after the expiration of the one (1) year warranty period to bring any legal action hereunder. Under no circumstances shall the Manufacturer be obliged to spend more on repairs under this warranty than the total purchase price of the Unit. In no event shall the Manufacturer be liable for consequential or incidental damages. The Manufacturer may charge reasonable fees for travel to a customer's site.

4. Dealer's Obligations: Pocket House Inc. will maintain the park model RV until delivered; will perform a comprehensive pre-delivery check procedure and inspection; will repair or replace any identified defective parts; will correct identified defects in workmanship; will present the Purchaser with a copy of this warranty prior to the purchaser entering into any written contract to purchase a Unit.

5. Purchaser's Obligations: To receive the full benefits of the Warranty, the Purchaser is responsible for the normal maintenance as described in the owner's manual; however, minor adjustments (such as adjustments to the interior or exterior doors, lp regulator pressure, cabinet latches, TV antenna control, etc.) will be performed by the dealer during the first 90 days of warranty coverage. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part under this limited warranty. If a problem occurs which the owner thinks is covered by this limited warranty, the owner is responsible to contact Pocket House Inc., giving specific notice of the problem(s) being experienced with the park model RV. The owner is advised that he/she must notify Pocket House Inc. of any items believed to require warranty service. Service work conducted by any party not specifically authorized to undertake such work is specifically not covered by this limited warranty and will void this limited warranty. The owner agrees to maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Pocket House Inc. or its representatives and further agrees that the failure to preserve evidence will result in the loss of claim. Purchaser should keep a maintenance record and keep all receipts applicable.

Not Covered by Limited Warranty:

6. General: This limited warranty does not cover: (1) Units for which Pocket House Inc. has not received the Pocket House Inc. signed Limited Warranty form. (2) Failure which may be caused by, or related to abuse, misuse, negligence, or accident; failure which may be related to alteration or modification; or failure as a result of not following instructions contained in the owner's manual. (3) Normal deterioration due to wear or exposure, such as fading of fabrics or drapes, carpet wear, exterior surfaces, etc. (4) Maintenance items, such as light bulbs, fuses, and minor adjustments. (5) **The use of the park model RV for any commercial or rental purpose voids the warranty from the time that the park model RV is first used for a commercial or rental purpose and at all times thereafter.** (6) **Any defects or shortages readily apparent on delivery to the Purchaser unless noted on delivery sheet completed by the driver transporting the Unit to the Purchaser.**

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 are 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 stucco; drying, shrinking and cracking of caulking and weather stripping; conditions resulting from condensation; 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 of injury due to the elements or insects, or vermin.
- (f) Non-uniformity of appearance of construction materials used.
- (g) Chips, scratches or mars in flooring, woodwork, walls, porcelain, plumbing fixtures, plastic laminate and glass not expressly identified to Manufacturer prior to transfer of title.
- (h) Defects or damage caused by settling, backfilling, movement, shifting, expansion or plasticity of the soils beneath the Unit once the Unit has been delivered to Purchaser.

7. General Disclaimer of Warranties:

Except as expressly provided in paragraph one (1) of the Limited Warranty, the Manufacturer disclaims all warranties and representatives 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 implied 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.

8. Claims Procedure: Should it appear that a possible Latent Defect (non-emergency nature) has developed, Purchaser shall outline pertinent details in writing and deliver the same to Manufacturer. Following receipt of such notice, Manufacturer may choose to make an inspection. If a latent Defect exists, the Manufacturer will (at the 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, the Manufacturer shall not be obliged to spend more than the purchase price of the Unit.

9. Important facts. Please inspect your park model RV at the time of delivery and make sure you accept it as delivered to you. Pocket House Inc. reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. Pocket House Inc. further reserves the right to substitute parts or components of substantially equal quality in any warranty services required by operation of this limited warranty. Like any other product, a park model RV and the products installed by it will require care and maintenance attention by the owner and occupants. Please read and follow all care and maintenance manuals and instructions supplied with your park model RV.

10. Transfer of Rights: The Manufacturer shall assign to the Purchaser all of the Manufacturer's rights, if any, under third party manufacturer's warranties on appliances and items of equipment included as part of the Units. The Manufacturer shall assume no responsibility for such manufacturer's warranties and Purchaser shall follow the procedures in these warranties if defect appear in such appliances and items of equipment. This Limited Warranty is extended only to the Purchaser named herein. It is not transferable to subsequent purchaser of the Unit.

I hereby acknowledge that I have read and received a copy of the above warranty for Pocket House Inc. prior to entering into any contract to purchase my Pocket House Inc. Park Model and agree to abide by all of its terms and provisions.

Serial number _____ Purchaser's name _____
Model _____ Purchaser's address _____
Manufacturer signature _____ Purchaser's signature _____
Purchase Date _____ Dated _____

Copy to Pocket House Inc., Copy to Purchaser