

“TERMS, CONDITIONS, AND WARRANTIES”

1. CCI shall have the right to correct any errors made by dealer concerning pricing or taxes.
2. Buyer has been educated about CCI's various products and warranties, including without limitation the following:
 - **A. Standard (Uncertified) Units** – This unit is built according to CCI specifications and industry standards, but may not be eligible for a permit in certain areas. Ask your dealer for warranty information.
 - 1. **Standard Fourteen (14) Gauge Unit:** The fourteen (14) gauge unit is our most popular style. Fourteen (14) gauge units are constructed with 2 ½” square tubing. Ask your dealer for warranty information
 - 2. **Standard Twelve (12) Gauge Unit:** The twelve (12) gauge unit is constructed of more rigid 2 ¼” square tubing which gives peace of mind through higher tinsel strength and thickness of material. Ask you dealer for warranty information.
 - **B. Certified Units** – This unit, available in fourteen (14) and twelve gauges, is typically installed in areas requiring building permits. Certified units are built according to an engineer blueprint. Certified units are covered by a limited warranty. Ask your dealer about the limited warranty coverage in your state.
 - **C. Anchors** – All units are secured with anchors which pass through the base rail of the frame and into the ground (or concrete, asphalt, etc.). As the base rail is only affixed to the ground with anchors, Buyer understands and agrees that he/she may experience water leakage underneath the base rail.

 - **Standard (Uncertified) Units** – Uncertified units are anchored with rebar anchors (ground installation) or concrete anchors (concrete installation). The rebar anchors are thirty-two inches (32”) long.
 - **Certified Units** – Certified units come with mobile home anchors for ground installation and concrete anchors for cement installation. There will be an additional charge for installation of mobile home anchors on asphalt.
3. Buyer is responsible for informing CCI installers of any underground cables, gas lines, utility hazards, or relevant matters prior to commencement of installation. Buyer agrees to indemnify and hold CCI harmless for any damage done to submerged lines, pipes, cables or other utility instrumentalities during installation.
4. Buyer shall be solely responsible for, and shall obtain, any necessary city or county permits prior to commencement of installation. Buyer agrees to indemnify and hold CCI harmless for violation of any city or county ordinance or code.
5. **Payment Terms.**
 - a. **A. Down Payment** – Buyer shall pay dealer a down payment equal to 10% under \$1499.00 or 12% over \$1500.00 at the time of sale (the “Down Payment”). Buyer shall not pay dealer an amount exceeding the Down Payment. In the event Buyer pays dealer an amount exceeding the Down Payment, Buyer does so at his own risk understanding that he/she is contractually obligated to remit payment of the remaining purchase price as set forth below.
 - b. **B. Balance** – Buyer shall pay the remaining balance (excluding the down payment) to the installation crew on the date of installation. Payment may be made by cash, check, or credit card.
 - c. **C. Excessive Down Payments** – If buyer pays more than the required down payment (10% under \$1499.00 or 12% over \$1500.00) Down Payment at the time of the sale, CCI must receive these funds from the dealer prior to installation.
 - d. **D. Refunds** – In the event buyer cancels the order, buyer shall receive no refund on the (10% under \$1499.00 or 12% over \$1500.00) Down Payment. In addition, there shall be absolutely no refunds on special orders.
6. **Lot must be level** prior to installation or unit will be installed “as is” and any and all warranties will be void.

7. If Buyer alters the unit in any manner, including without limitation any interior or exterior modifications, or running electric or plumbing in the unit, all warranties shall be immediately void.
8. Buyer will pay an additional "labor charge" of not less than fifty dollars (\$50.00) if installers are required to dig, cut frame to level, carry material further than a reasonable distance, or install on any wall or dock.
9. Buyer will pay a service charge of fifty dollars (\$50.00) if installers must return to install an addition to an existing unit.
10. CCI will not be liable to Buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in accepted terms. For more specific terms, please review warranty information available from your Dealer.
11. CCI is not responsible for changes in delivery dates caused by circumstances out of CCI's control (weather, accidents, etc.).
12. This agreement shall be interpreted and construed according to, and governed by, the laws of the state of North Carolina. The parties hereto (1) consent to submit itself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising out of or relating to this Agreement, (2) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (3) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (4) agree not to bring any action or proceeding arising out of or relating to the Agreement in any other court. Each of the parties here to waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto.
13. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or oral communications, representations and agreements relating to the subject matter of this agreement. The terms of this Agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended only by a written instrument executed by the parties hereto.