

ADDITIONAL TERMS AND CONDITIONS

Buyer(s) understand(s) that the term "Unit" used in this contract describes the Modular/Manufactured Home and any other item or combination of items as described on the front of this contract. (As used herein, "Buyer" refers to one or more Buyers identified on the reverse side.) Buyer further agrees as follows:

- TITLE.** Title to the Unit will remain in Dealer until the purchase price is paid in full in cash, or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to Buyer (or Buyer's lender) even though the actual delivery of the Unit may be made at a later date.
- TRADE-IN.** If Buyer is trading in a used manufactured home, vehicle or other item, Buyer shall give and transfer to Dealer the original bill of sale and/or the title to the trade-in. Buyer represents and warrants that any Buyer trade-in is owned solely by Buyer and is free of any lien or other claim or encumbrance except as noted on the reverse side of this contract. Buyer represents and warrants that all taxes and other amounts of every kind levied against the trade-in have been fully paid. If any government agency or other third party makes a levy or claims a lien or makes a demand against the trade-in, Dealer may, at Dealer's option, either pay such and Buyer shall reimburse Dealer on demand, or Dealer may pay such and the amounts owing by Buyer under this contract shall be adjusted accordingly.
- REGISTRATION OR LICENSE OF TRADE-IN.** If any Buyer trade-in is registered or licensed in a state outside of the one where this contract is written, Buyer, at Dealer's request, shall immediately have the trade-in registered or licensed in the state Dealer indicates and Buyer will pay any and all expenses and registration or licensing fees required. If Dealer handles the registration or licensing of the trade-in, Buyer shall reimburse Dealer for such expense on demand or, at Dealer's option, the amounts owing by Buyer under this contract shall be adjusted accordingly.
- REAPPRAISAL OF TRADE-IN.** If any Buyer trade-in is not delivered to Dealer at the time of the original appraisal and if later, on delivery, it appears to Dealer that there have been material changes made in the furnishings or accessories, or in its condition, Dealer may make a reappraisal. This later appraised value will then determine the allowance to be made for the trade-in and the amounts owing by Buyer under this contract shall be adjusted accordingly.
- FAILURE TO COMPLETE PURCHASE.** If, for any reason, Buyer fails or refuses to complete this purchase within the time frame specified in this contract or as specified in the Uniform Commercial Code of the State of Georgia, Dealer may keep that portion of Buyer's cash deposit which will compensate Dealer for Dealer's actual, special, consequential and incidental damages, expenses or losses which Dealer suffers or incurs because Buyer failed to complete Buyer's purchase. If Buyer has not given Dealer a cash deposit or it is inadequate and there is a Buyer trade-in, Dealer may sell the trade-in at public or private sale and deduct from the money received an amount to compensate Dealer for any and all of the above mentioned damages, expenses, and losses suffered or incurred because Buyer failed or refused to complete the purchase in accordance with this contract. Retention of any portion of the cash deposit or the application of sale proceeds shall be in addition to, and not in exclusion of, any other rights or remedies available to Dealer. This contract shall not be interpreted as containing a liquidated damages provision. Buyer understands that Dealer shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code, except the right to seek and collect liquidated damages under Section 2-718.
- CHANGES BY MANUFACTURER.** Buyer understands that a manufacturer may make changes in the model, or designs, or any accessories and parts, from time to time and at any time, and if the manufacturer does make changes, that neither Dealer nor the manufacturer are obligated to make the same changes in the Unit, either before or after it is delivered to Buyer.
- DELAYS.** Dealer shall not be liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond Dealer's control.
- INSPECTION.** Buyer has examined the Unit and finds it suitable for Buyer's particular needs. Buyer has relied upon Buyer's own judgment and inspection in determining that the Unit is of acceptable quality. On any Unit ordered, Buyer has not relied on any representations of Dealer but instead has relied on Buyer's inspection of the display model(s), the brochures and bulletins and/or the floor plan provided to Dealer by the manufacturer, in making Buyer's decision to purchase the Unit.
- FURNITURE.** Buyer acknowledges that a manufactured home may have been shipped or be shipped from a manufacturer with certain furniture and/or other accessories which are or may be part of a package provided or offered by the manufacturer or by Dealer. Buyer recognizes that some or all of such furniture or other accessories may have been or be substituted or removed from the manufactured home by Dealer prior to delivery of the Unit to Buyer. The only furniture and other accessories included in the Unit and to which Buyer is entitled as part of this sale are listed individually on the reverse side of this contract under Optional Equipment, Labor and Accessories.
- WARRANTIES AND EXCLUSIONS.** BUYER UNDERSTANDS THAT THERE MAY BE WRITTEN WARRANTIES WHICH HAVE BEEN PROVIDED BY THE MANUFACTURER(S) COVERING THE UNIT, OR ANY COMPONENT(S), OR ANY APPLIANCE(S) THEREOF OR THEREIN. BUYER ACKNOWLEDGES DEALER HAS GIVEN BUYER AND BUYER HAS READ AND UNDERSTOOD A STATEMENT OF THE MANUFACTURER(S)'S WARRANTY(Y) (IES) COVERING THE UNIT AND/OR COMPONENT(S) AND/OR APPLIANCE(S) BEFORE BUYER SIGNED THIS CONTRACT. **BUYER ACKNOWLEDGES THERE IS NO EXPRESS WARRANTY ON USED UNITS AND ALL USED UNITS ARE SOLD "AS IS".** DELIVERY BY DEALER TO BUYER OF THE MANUFACTURER(S)'S WARRANTY(Y) (IES) ON THE UNIT PURCHASED, OR ON ANY COMPONENT(S) OR ANY APPLIANCE(S), DOES NOT MEAN DEALER ADOPTS THE WARRANTY(Y) (IES) OF SUCH MANUFACTURER(S), AND BUYER ACKNOWLEDGES THAT ANY AND ALL EXPRESS WARRANTY(Y) (IES) MADE BY THE MANUFACTURER(S) HAVE NOT BEEN MADE BY DEALER. DEALER IS NOT AN AGENT OF ANY MANUFACTURER(S) FOR WARRANTY PURPOSES, EVEN IF DEALER COMPLETES OR ATTEMPTS TO COMPLETE REPAIRS FOR ANY MANUFACTURER(S). **BUYER UNDERSTANDS THAT DEALER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF HABITABILITY. BUYER UNDERSTANDS THAT DEALER MAKES NO WARRANTIES WHATSOEVER REGARDING THE UNIT OR ANY COMPONENT THEREOF OR ANY APPLIANCE CONTAINED THEREIN.**
- LIMITATION OF DAMAGES.** BUYER AGREES THAT IF IT IS DETERMINED THAT BUYER IS ENTITLED TO ANY DAMAGES AGAINST DEALER BECAUSE OF A FAILURE IN ANY MANUFACTURER WARRANTY, BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME OR FOR ANY OTHER REASON, **BUYER'S DAMAGES SHALL BE LIMITED TO THE LESSER OF (A) THE COST OF NEEDED REPAIRS TO THE UNIT AND (B) THE REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OR FAILURE OF REPAIRS.** BUYER ALSO AGREES THAT ONCE BUYER HAS ACCEPTED THE UNIT, AND EVEN IF ANY MANUFACTURER(S) WARRANTY DOES NOT ACCOMPLISH ITS PURPOSE, THAT **BUYER CANNOT RETURN THE UNIT TO DEALER AND SEEK A REFUND FOR ANY REASON.**
- INSURANCE.** Buyer acknowledges and understands (a) that, except as may otherwise be provided on the reverse side of this contract, Buyer is responsible for obtaining insurance coverage on the Unit, and (b) Buyer is not covered by insurance on the Unit until an insurance company issues insurance to Buyer for the Unit. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer obtaining insurance coverage on the Unit by an insurance company of Buyer's choosing.
- CONTROLLING LAW, MANDATORY MEDIATION AND PLACE OF LEGAL ACTION.** (a) The law of Georgia shall be the law to be used in interpreting the terms of this contract. (b) Prior to and as a condition precedent to Buyer filing suit or pursuing any other remedy for any matter involving the Unit, Buyer and Dealer shall first submit to mandatory mediation in an attempt to resolve any and all disputes, claims or controversies arising from or relating to the Unit. Buyer and Dealer will select a mediator located within the State of Georgia, by mutual consent, within thirty days of receipt of a notice of dispute, and the mediator will attempt to facilitate a resolution. The following mediator within the State of Georgia is acceptable to Dealer: Henning Mediation and Arbitration Service, Inc., 3350 Riverwood Parkway, Riverwood Building Lobby, Suite 75, Atlanta, GA 30339. (c) Any dispute, claim or controversy which is submitted to a court must be submitted to the Superior Court of Putnam County, Eatonton, Georgia. Dealer and Buyer each agrees that Dealer and Buyer are and shall be subject to the personal jurisdiction and shall and so hereby submit to the jurisdiction and venue of the Superior Court of Putnam County, Eatonton, Georgia. Dealer and Buyer each waives personal jurisdiction defenses and venue defenses to any suit or legal proceeding commenced in the Superior Court of Putnam County, Eatonton, Georgia; provided, however, neither Dealer nor Buyer waives the right to object to any such suit or legal proceeding on the basis that the other has first failed to mediate the claim or dispute as provided in this provision.
- IF PART INVALID, REST OF CONTRACT SAVED.** Dealer and Buyer agree that each portion of this contract is independent and if any paragraph or provision is determined to be unenforceable, the rest of the contract will be valid.
- SET-UP.** Buyer understands that Dealer does not guarantee proper placement of the Unit unless a concrete pier running below the frost line has first been prepared by Buyer, at Buyer's expense. Buyer will pay for all labor and material costs to re-set the Unit when caused by future settling or sinking resulting from failure to provide a proper foundation approved by the State or Local Code in which the Unit is sited and Buyer shall not look to Dealer to remedy this situation. Buyer acknowledges that Dealer may recommend a contractor to perform the setup of the home. Dealer does not vouch for the competence of the contractor. Buyer understands that if the setup is done improperly, he/she will look to the independent contractor for redress and not look to the Dealer simply because the Dealer recommended the contractor.
- DELIVERY AND PLACEMENT.** Buyer understands that unless otherwise provided on the reverse side of this contract, the Unit is sold by Dealer F.O.B. Dealer's lot and Buyer is responsible for transporting the Unit to Buyer's property. If Dealer has included delivery of the Unit in the purchase price, or if Dealer quotes a charge for delivery to Buyer's destination, Dealer's agreement to transport the Unit, as well as the price quotation made, is based upon Buyer's assurance that travel is along acceptable all-weather surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. Buyer assumes all responsibility for the proper preparation of Buyer's property to both receive and locate the Unit. If Dealer must hire extra labor and/or equipment in order to deliver and place the Unit because of something not disclosed to Dealer at the time Buyer signs this contract, Buyer will pay for all those additional costs. Buyer understands that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole with a proper receptacle within 20 feet of the electric box inside of the Unit, and that Buyer must arrange for and pay for all of this.
- CONNECTIONS, PERMITS AND CHANGES.** Buyer understands that Dealer is not permitted to make plumbing or electrical connections or connections of certain natural gas or propane appliances where state or local laws or ordinance require a licensed plumber or electrician to do the work and in such event, Buyer shall arrange for and pay for such. Buyer understands that Dealer is not responsible for obtaining health or sanitary permits, nor for any local, county, or state permits required because of zoning or other laws and ordinances, and that Buyer shall obtain and pay for such. Buyer understands that Dealer is not responsible for making changes to plumbing, electrical or construction required by special building ordinances or laws, and that Buyer shall arrange for and pay for the costs of any changes needed for compliance with local, county or state laws or zoning requirements.
- NOTICE OF WIDTH LIMITATIONS.** Buyer has been informed of the length and width limitations, as of the date of this contract, now in force in several states, or provinces of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits are required. Buyer understands that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. Buyer releases Dealer and the manufacturer from any and all claims, demands, actions or causes of action, based on the size of the Unit, if it exceeds the limitations which are now, or may later be, imposed by any state or province.
- NO ARBITRATION.** Except as otherwise may be specifically provided for by the U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program, under no circumstances shall Buyer and Dealer resolve their differences by binding arbitration. If the Buyer has agreed in some other document to arbitrate his/her disputes with the installer, financing company, or any other entity, Buyer may do so, but in no event will Dealer be required or forced to join in the arbitration.