

## How To Obtain Service

**Step 1:** When service is needed on your home please contact your builder, the people with whom your contract is with. Rochester Homes work as a subcontractor to builders and the builder is responsible to orchestrate the proper customer service with its subcontractors including Rochester Homes.

**Step 2:** If problems covered by this warranty have not been resolved within a reasonable time by your builder, then write to; Rochester Homes, Inc., Attn: Service Department, 1345 N. Lucas Street Rochester Indiana 46975

## Conditions And Legal Remedies

We shall not be liable for incidental or consequential damages, such as special use of the property other than normal single family residential, expenses for transportation, lodging, loss of use of your home, inconvenience, or loss of income. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Implied warranties, including any warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Rochester Homes makes no other warranties, expressed or implied.

Any dispute between you and Rochester Homes relating to the terms and enforcement of this limited warranty and any other controversy or claims relating to or arising out of the sale, construction or occupancy of the home subject to this warranty shall be settled by binding arbitration administered by the American Arbitration Association under its construction industry arbitration rules. The arbitration shall take place in English in the state where the home is located and each party shall bear its own costs. There shall be one arbitrator and the decision of the arbitrator may be confirmed by a court of competent jurisdiction and enforced accordingly. Any action or arbitration to enforce warranty or any implied warranty alleged to exist or arising out of the sale, construction or occupancy of the home subject to this warranty must be commenced within one year after the expiration of this warranty