

GENERAL INFORMATION AND BUYER'S RESPONSIBILITY (CD12)

As the **Modular** concept is becoming more popular with Retail Customers, Home Builders and Realtors, **many are choosing to act as their own General Contractor**. Beyond the various elements involved in the site acquisition, preparation and final occupancy, the Buyer (whether a Builder or Retail Customer) should understand that any **Modular Home** delivered to the site will require on site work, to:

1. COMPLETE THE HOME ONCE ON THE FOUNDATION called "TRIM-OUT".
2. PERFORM MECHANICAL CHECKS, MAKE FINAL ADJUSTMENTS AND MINOR REPAIRS TO THE STRUCTURE AS NECESSARY AFTER DELIVERY AND SET.

The question often arises as to what is or is not the Manufacturer's responsibility or what constitutes defects and Warranty work.

The Manufacturer can handle some elements of construction more effectively while others are best done on site. The **Modular Concept** is to **minimize** site work but obviously cannot eliminate site work and final completion. Although the Manufacturer strives to do as much as possible in the factory, there are some items which will always be part of on site "trim-out" work. These items generally include.

1. **CHECK AND (IF NECESSARY) ADJUST WINDOWS AND DOORS,**
2. **COMPLETE NORMAL "TRIM-OUT" WORK, WHICH WILL VARY WITH EACH FLOOR PLAN LAYOUT. A GENERAL "TRIM-OUT" LIST FOLLOWS. HOWEVER EACH HOUSE IS UNIQUE AND WE CANNOT POSSIBLY COVER EVERY DETAIL,**
3. **FINISH THE EXTERIOR, custom roof-roofing-final fastening-sheathing filler pieces-siding-soffit-facia-rake boards, etc.,**
4. **FINISH THE INTERIOR, as necessary, including any TRIM and finish PAINTING**
5. **REPAIR ANY COSMETIC CRACKS RESULTING FROM TRAVEL AND SET**
6. **COMPLETE ALL MECHANICAL INSTALLATIONS AND CONNECTIONS, heating, plumbing, electric, phone, venting, exterior lights, basement and attic connections, etc. CHECK FOR LEAKS BY AIR PRESSURIZING THE SYSTEMS BEFORE WATER PRESSURIZING PLUMBING AND HEATING.**
7. **REPAIR or REPLACE any minor items that may be damaged or supply any minor items that may be missing, up to 3/4% of the purchase price, "deductible". This is part of the builder contingency responsibility.**

THE ABOVE ITEMS ARE RESPONSIBILITIES TO BE ANTICIPATED BY THE BUILDER/BUYER AND DO NOT CONSTITUTE ANYTHING UNUSUAL OR CONSIDERED AS WARRANTY ISSUES.

*******AS ACTING GENERAL CONTRACTORS (GC), THE BUYERS ACKNOWLEDGE THEY ARE CAPABLE PHYSICALLY AND FINANCIALLY TO PERFORM THIS WORK AND ARE PREPARED TO ALLOW FOR THESE CONDITIONS.** Any Builder knows that unforeseen situations will arise during any construction project and allows for such **contingencies** in his budget. As your Modular Supplier, we make every attempt to inform and help you, but we are not responsible for **any** conditions and work within your chosen scope. If you do not feel capable of performing these tasks personally, **we strongly suggest that you retain a GC to assist or act on your behalf, even if only in a supervisory capacity.** This may be a "requirement" in some localities; in any event we urge that you only retain licensed, insured, qualified sub-contractors to perform your work. You can check with your local **BBB, BUILDERS' ASSOCIATION or Local Lumber Yards and Material Suppliers** for help in locating sub-contractors.

I) RESPONSIBILITY OF THE SUPPLIER (HALLMARK HOMES, INC.)

YOU ARE ABOUT TO PURCHASE A MODULAR HOME FROM THE SUPPLIER ON A DROP SHIP BASIS. IT IS THE SUPPLIER'S RESPONSIBILITY TO DELIVER THE MODULAR UNITS (See "DELIVERY" below) , CURBSIDE (see CD04), TO YOUR CONSTRUCTION OR DESIGNATED SITE, IN ACCORDANCE WITH THE ORDER DOCUMENTS, DRAWINGS AND SPECIFICATIONS SIGNED BY YOU. ALL OTHER WORK IS THE RESPONSIBILITY OF THE BUYER.....Protection of your property (the modular boxes) or ANY damage to the boxes after delivery, is the Buyer's responsibility. If the Supplier helps coordinate the set on your behalf, the Supplier accepts **NO** responsibility for the set, final costs thereof or any damage before, during or after the set.

DELIVERY---NOTE: Delivery usually occurs on a day separate from the set. There is usually not enough time to set the house on the same day as delivery also there are possibilities of delivery delays due to traffic, weather, etc. The further the distance between the Plant and the site, the more of a chance to have traffic delays, etc.—You should schedule your set no sooner than two (2) days after the estimated delivery date. Set and crane crews usually require several weeks advance notice.

II) RESPONSIBILITY OF THE BUYER (OTHER THAN HALLMARK HOMES, INC.)

IT IS YOUR RESPONSIBILITY TO ASSURE THE SITE IS ACCESSIBLE AND PROPERLY PREPARED, REFER TO CD09 AND CD11. The sill plate must be on the foundation, proper length Lally Columns and Top Plates placed within the foundation, the set crew will cut and install the columns. We also highly recommend that the floor slab be pre-installed. Your set crew will then set the modules, bolt them together and usually raise the roof, install the gable sections (final nailing and window installation **in panelized sections** is generally not included) and substantially complete a "standard" roof. If the site is difficult or off site storage is required for the modular units, **it is the Buyers' responsibility** to have the proper equipment (truck or tractor) at the site on the "set" day. **Any costs for such equipment, is the responsibility of the Buyers.** After the delivery trucks deliver the units, **security is the Buyers' responsibility.** Carriers must be stacked (see II-B below) and will be picked up by the Manufacturer within a reasonable period of time.

The following is a general list of **typical activities** and considerations on any construction project. This list is to **ASSIST** you and does not necessarily cover all your unique requirements. We are not responsible for any oversights. It is also the Buyers' responsibility to secure a "hold" site if the home site is not adequate for temporary storage and to secure/insure the units. Any damage to the units that may result due to site conditions is the Buyers' responsibility to repair; it is not a warranty item. At the request of the Buyers, the Supplier **may** help to coordinate the crane and set, but ultimate responsibility is the Buyers'. If a crane & set allowance FEE is part of the order documents, it is included for tax purposes for the Buyer's convenience only and does not impose any responsibilities, beyond those stated above, on the Supplier.

II) RESPONSIBILITY OF THE BUYER (CONTINUED)

SOME OF THESE ITEMS/TASKS MAY OR MAY NOT BE APPLICABLE, IF YOU HAVE ANY QUESTIONS, PLEASE ASK:

- LAND SURVEY
- SITE MAP LOCATING THE BOUNDARIES, SET BACKS, FOUNDATION, SEPTIC SYSTEM, WELL, STRUCTURAL ADD ONS SUCH AS DECKS-STAIRS-GARAGES, ETC.
- PERC TEST or SEPTIC APPROVAL
- TOWN SEWER and/or WATER TIE INS
- CURB CUT PERMITS
- BUILDING or OTHER PERMITS (see **SPECIAL NOTICE**)
- WELL EQUIPMENT AND TIE INS
- UTILITY POLES
- ELECTRIC CABLE, METER BOX, SERVICE HOOK UP
- TEMPORARY POWER, TOILET FACILITIES, DUMPSTER
- GAS SERVICE HOOK UP AND PIPING
- DRAWING APPROVALS – VARY BY LOCALITY
- ZONING, CODE & FIRE MARSHALL REVIEWS
- ARRANGE FOR INSPECTIONS (BUILDING INSPECTOR)
- CHECK WITH BUILDING INSPECTOR FOR SPECIAL REQUIREMENTS or PERMITS
- INSURANCE PROTECTION
- MODULAR ON SITE PROTECTION AFTER DELIVERY
- OFF SITE HOLD AREA, TRANSPORTATION & PERMITS
- DESIGNS AND DRAWINGS FOR **NON-MODULAR** ACCESSORIES-DECKS,STAIRS,GARAGES,PORCHES etc.
- FINAL FOUNDATION DESIGN DRAWINGS ACCORDING TO LOCAL CODE REQUIREMENTS – MODULAR MFR. PROVIDES THE “FOOTPRINT” ONLY w/ LALLY LAYOUT
- LOT CLEARING AND HAUL OFF
- EXCAVATION AND BACKFILL
- ADDITIONAL MATERIAL, TOPSOIL, GRAVEL etc.
- FINAL GRADING
- LANDSCAPE
- DRIVEWAY
- FOUNDATION and LALLY COLUMN FOOTINGS
- FOUNDATION DRAINS
- FOUNDATION WALLS AND SLAB
- FOUNDATION BOLTS, WINDOWS, SHIELDS, SILL PLATE, SILL INSULATION, DAMPPROOFING etc
- **NOTE:** SILL PLATE TO BE INSTALLED PER LOCAL CODE
- LALLY COLUMNS WITH PROPER TOP PLATES - NOTE THAT THE SET CREW WILL CUT THEM IN. COLUMNS MUST BE LONG ENOUGH TO CUT MIN 6” OFF. PROPER TOP PLATES ARE ½”x 6”x 8” MIN. WITH A WELDED SLEEVE/COLLAR TO RECEIVE THE COLUMN AND NAILING HOLES.
- ANY MASONRY WORK – FIREPLACE, STACK etc.
- BULKHEAD
- SUMP PUMP PROVISIONS AND EQUIPMENT
- OUTSIDE STEPS, DECKS, PORCHES, POSTS etc.
- **ALL** WORK IN BASEMENT BELOW FLOOR JOISTS SEE THE MODULAR **TRIM-OUT** WORK TABLE, BELOW
- KNEEWALL FRAMING IF RAISED RANCH OR WALK OUT BASEMENT
- GARAGE-ABOVE OR BELOW GROUND
- SPECIALTY ROOF COMPLETION-hip,crickets,dormers etc.
- UPPER/LOWER ON SITE FINISH WORK (RR,CAPES etc)
- GUTTERS
- CRANE & SET & ON SITE TRANSPORTATION NEEDS
- FINISH PAINTING
- HEATING SYSTEM & PLUMBING CONNECTIONS
- HOT WATER HEATER
- FINISH FLOORING, RAILS etc.
- NON-CONSTRUCTION TRASH REMOVAL AND FINAL TRASH REMOVAL AND HOUSE CLEANING ETC.

REFER TO “CRITICAL REVIEW” (CD09) FOR ON SITE CONDITIONS AND REQUIREMENTS.

III) TRIM-OUT WORK (COMPLETING THE MODULAR AFTER SET)

Actual **trim out** work may vary depending on the Manufacturer, type of house and included options. In most cases, however, the modular units are substantially complete once they are set on your foundation. Some final work is necessary for items impossible, not practical or cost efficient to complete at the factory and to incorporate on site services such as electrical, plumbing and heating connections, siding, roof and roofing completion and other interior and exterior work. Such work generally includes the following:

III A) TYPICAL INTERIOR:

- Cut out plywood, drywall, temporary supports, etc. at the mating wall openings left in during delivery to minimize stress cracks.
- Cut out platform and framing at stairwell openings in preparation to install on site cellar stairs.
- Cut out, drop and set or build the entry platform and stairs on **split models**.
- Construct cellar stairs, **material and labor**.
- Align & fasten mating wall openings with screws, metal straps or plates to prevent future separation.
- Install (factory supplied) mating wall doors; frame out openings and complete sub floor fillers.
- Complete baseboard and trim installation, install baseboard or shoe moldings in lino areas.
- Make final adjustments to doors, cabinets & windows. Exterior doors are not firmly fastened and must be site flashed & set.
- Set stairs to upper level, install trim and owner furnished rails. **May require removal of temporary framing.**
- Install attic or lower level walls/doors on **cape and split models**. Close off package on **capes**.
- Hang interior and exterior lights. Buyer must furnish bulbs and batteries.
- Install ship-loose smoke, CO2 detectors.
- Install bow/bay/shed dormer, attic windows or other ship loose windows/items, fireplaces etc. which may be shipped loose.
- Connect/complete plumbing, phone, TV, doorbell, thermostat, smoke detectors, & electric/plumbing tie-ins between boxes, basement and attic (roof vents). Floor access panels are generally provided on two story and cape models or ceiling access from below. Install special venting for dryers, bathroom and range hood, etc. <<NOTE: make sure that vents and wires are properly placed, run thru chases for two story homes, BEFORE the upper boxes are permanently set in place.
- Repair/apply caulking, repair stress cracks in drywall and complete drywall at access opening (for plumbing, wiring from upper boxes to basement, etc.) and mating wall locations. (it is suggested that you give the house some time to settle before you attempt final drywall repair work)
- Fill any nail holes, finish painting or touch up, stain or poly application. Remember that the house is “primed” only; finish painting is your responsibility. Also remember that any drywall surface may show areas where the tape was applied as those areas take the paint different than the board. Additional coats of paint usually minimize this difference.
- Furnish and install finish flooring and ship loose trim.
- Furnish and install any other items not supplied with the modular, such as porches, decks, railings & custom items.
- **Note:** if fireplaces are furnished with the package, on site installation may be required if not on the gable end walls. In all cases, the stack completion, roof penetration, roof flashing, exterior chase and finish thereof, etc is an on site responsibility.
- **ALL Grouting**, fireplace, tile (floor or platform or walls; etc.), around tubs or counter tops, is a builder responsibility.
- Finish paint or touch ups.

III B) TYPICAL BASEMENT:

- Fasten electric service panel box to foundation wall or as applicable.
- Supply and install main cable and outside meter box.
- Tie in all electric lead lines from other modular boxes and complete any additional electric work.
- Complete phone, TV, doorbell, thermostat, smoke detectors, etc. connections.
- Add any lights, electric boxes, switches etc. as required in basement, attic, garage, etc.
- Install washer and dryer service.
- Complete plumbing and heating, including all mechanical equipment. **All material by owner and not part of the modular unit.**
- Insulate basement, **material and labor.**
- Install stacks, fireplace or otherwise and finish any interior open chase provided for the stack.
- Construct cellar stairs, **material and labor. NOTE: ALL stairwells are figured for 8 ft. maximum basement walls.**

III C) TYPICAL EXTERIOR: (Exterior must be CLOSED in immediately after set to avoid potential interior damage)

- Fasten house to sill per local code. (Usually 10d galv. 12" o/c front & back, 8" @ gables) High wind zones will require special fastenings. Bolts are provided to fasten/connect the basement mating walls every 48"-additionally the ceiling sections of two story and cape style homes must also be fastened. **You must verify** fastening requirements with your local building inspector and so advise the set crew.
- **ALSO SEE "FOUNDATION NOTES" BELOW.**
- Secure gable end panels & fill in any spaces, install collar ties, knee walls etc from attic.
- Complete rake boards, gable overhangs and soffits.
- Install all sheathing filler pieces, at gable ends, sill plate, between boxes on 2 story, etc.
- Finish siding, skirt board, freeze board, rake board, moldings, and custom trim. Amount of vinyl siding factory applied is **usually limited** to the first floor **non-gable** ends. The remaining material must be site installed. Complicated profiles, bump outs, add-ons etc. may require all siding to be site installed.
- **IMMEDIATELY FINISH ROOF AND ROOFING AS NECESSARY. Standard "A" 5/12 AND 7/12** roofs are usually 95% factory shingled. ALL other roofs or components such as HIP, CRICKETS, DORMERS, TRANSVERSE, etc. require on site completion by the Builder/Buyers. In some cases the Manufacturer may partially install flashing and/or siding on house sections not part of the box, i.e. @ dormers. This is intended to help on site work BUT we accept no responsibility in the event of damage to flashing or other items. It is our policy that such work is part of the Buyers' "trim-out"/site responsibility. **It is suggested that you be available on the day of set to immediately start the work to secure your house.** It is also suggested that you have large tarps available to cover/protect the ENTIRE house in the event complete closure cannot be achieved immediately. **NOTE:** in some cases where the foundation is slightly large or out of square, the set crew will have to determine how to best set the house, usually flush with the face of the foundation. Any subsequent adjustments, shims etc. (like roof ridge fillers) are an on site responsibility and not considered a defect or warranty item.
- Install ship loose items; windows, porches, dormers, extension trusses, walk out bays, S/L fireplaces, exterior chases, etc. Unless installed by the set crew.
- Site construct or finish roof for special models (hip roof, raised roof tails, dormers, transverse, collar ties, etc).
- Furnish and construct raised ranch knee walls, brace as necessary and apply sill to foundation.
- **Must have correct length lally columns & min. 1/2x6x8 top plates available to set the house**
- Permanently adjust/install/flash exterior doors, also platform/stairs on split models. Doors may be out of alignment due to transportation or set activity. As this is not unusual we suggest that you wait for your house to settle before making final adjustments.
- Furnish and install electric service cable and meter box, then tie into factory provided service (200amp panel is standard).
- Hook up plumbing-water, gas, and sewer.
- Furnish and construct exterior steps, decks, porches, gutters, etc.
- Finish/erect factory garage package-may be attached, separate module or panelized – remove temporary framing in attached units
- Finish/install items such as S/L fireplaces, fireplace stacks, thru roof vents, bump outs, panelized garages **or** any other exterior add on items that may not be factory attached to the boxes.
- **WIND OR SNOW LOADS:** Many municipalities have changed to the **IBC Code** and as such special requirements may be imposed to include special framing (16 or 12 inches on center) for snow loads and shear walls for wind loads. Shear Walls will require the sheathing to be "temporarily" nailed for on site removal and on site installation of "tie down mechanisms" as approved locally. This requirement also precludes factory applied siding and as such ALL siding is shipped LOOSE. Additional on site fastening may include wall and roof truss tie downs. You, as the contractor must assure that all local code requirements are met and necessary tie downs installed. See also **FOUNDATION NOTES**, below.

III D) MISCELLANEOUS:

- Provide adequate site access and equipment to move boxes. Refer to form **CD09 CRITICAL REVIEW.**
- Provide off site storage, hold area, if necessary. You will need transportation arrangements.
- Remove trash.
- General clean up.
- Although all units are tested to assure that the plumbing and electric is installed correctly and are operable, final testing and inspection of the complete service is required after the on site work is completed. Attic/roof vents, under sink, basement or chase connections are all field installed. It is the buyers' responsibility to assure **total** system integrity prior to activating.
- Most material to finish the **factory** boxes is included in the cost and shipped loose in the boxes. Material not part of the modular package, **including** items such as sill plates, lally columns & plates, cellar stairs, split level foyer material, cape upper level materials, hot water heaters, heating systems, HVAC systems, stacks, electric meter box and service cable, special siding, special custom roofing, gutters, special wind fasteners, etc. remain the responsibility of the buyer. Hot water baseboard heating units or electric baseboard units, as ordered, are part of the modular units and may be deleted.
- We make every effort to anticipate and calculate the necessary minor items to complete and "touch up" your house. However, any minor items needed to complete the units and not delivered as a ship LOOSE item is the Buyer's responsibility to obtain (**up to ½% of the house cost**).
- Non-modular components shown on drawings are not part of the modular package, ex: porch materials, stairs, some garages, custom exterior finish materials or other add ons, etc. Actual house elevations may vary from the "plan" elevations which are NOT technical. Foundation drawings are for the purpose of dimensional accuracy and suggested column spacing only and should not be submitted for building permit purposes. Foundations must be constructed according to local code requirements and will most likely require additional detailing. Columns spacing may be altered per local codes, installation of steel beams, etc.

- **Set crews do not finish your house**-their purpose is to remove the boxes from the carriers and set them on to your prepared foundation, bolt the house together at the mating wall, install your Lally columns, install gable filler pieces, etc. if you are not sure of their scope, ask.
- **Some misalignments of box sections or roof sections may occur.** These are generally caused during delivery or set and most often due to site irregularities. Such minor corrections are the Buyers' responsibility in most cases.

IV) FOUNDATION NOTES:

The design and installation of your foundation is the TOTAL responsibility of the on site contractor/buyer. Neither the Supplier nor Manufacturer has any authority over this work as it falls 100% under the jurisdiction of your local building authority. There are many different ways to prepare the foundation as mentioned elsewhere (block, poured, wood, pilings etc.). None of these matter to the modular product so long as the top is level, square and conforms to the footprint provided by the manufacturer. We do recommend a minimum DOUBLE 2x6 top plate properly fastened to the foundation. Unless specified to the contrary, any factory applied siding is set for a double sill. Your sill may be fastened to the foundation according to local approved methods BUT if bolts are used MAKE SURE THEY ARE FLUSH with the top plate. The bolts may not extend above the plate or they will interfere with the set. The LALLY column spacings on the manufacturers drawings may be modified per your local code but specific approval must be received from your building inspector. Removal of columns from critical load transfer point (under large opening in the mating wall, etc.) is NOT permitted or stress may be introduced resulting in damage to the modular units. You may of course replace any number of columns with a supplemental center beam (steel or wood) as approved by you local inspector and engineer. The Supplier assumes no responsibility for your foundation and the above information is given to make sure that your foundation and the modular units are suited and ready on the day of set.

1. **ADDITIONAL NOTES:** As already mentioned under above, the foundation and all components thereof are the Buyers' responsibility. You may need an engineer to provide approved foundation drawings for permit application – the modular drawings are for perimeter dimensions only. In addition to the standard items such as sill plates, lally columns, etc., other special requirements such as drop walls, kneewall framing, steel beams and special frame outs, etc. must be provided by the buyer as they are part of the Buyers' on site responsibility and not part of the modular structures or the Manufacturers'/Suppliers' responsibility.
2. **HIGH WIND TIE DOWN SYSTEM:** There are several approved methods to accomplish tie down requirements of the house to the foundation. These tie down functions fall under the local jurisdiction. Recently we have been requested to include suggested tie down methods on our foundation prints. We do so reluctantly and obviously with any assumption of responsibility. We shall show suggested tie down strap (Simpson Strong Ties #ST HD 14RJ) locations on the foundation plan and provide double studding at these locations in the walls at the shear wall locations. It is the Buyer's responsibility to confirm this information with the local building inspector, as this is ultimately an on-site responsibility. The Buyers must notify the Supplier if any other methods are required that may affect the construction of the Modular.

NOTE:

1. Site conditions may require setting house **before** the septic system is installed,
2. House setting may depend on weather conditions,
3. The foundation and site should be ready to receive the modular units before final delivery is scheduled. Any site caused delays (and expenses) are the responsibility of the owner.

V) SPECIAL DELIVERY NOTICE: Although already mentioned herein, it is important that the site be ready, foundation backfilled, site graded level, sill plate properly installed, correct length Lally columns and plates inside the foundation, firm ground, adequate room for box storage and set equipment, **BEFORE DELIVERY CONFIRMATION.** If off site storage is required, you must secure a site and have equipment available to transport/move the boxes. **Additional permits may be required for over road transportation.** Delivery delays are costly and will be charged to you. Crane and set crew will also charge you for down time or cancellations. Supplier needs two (2) weeks written notice of any delays, or must assume you are ready per agreed upon schedule. Delivery delays over five (5) days will require a penalty, unless the boxes are paid for.

DELIVERY: Delivery usually occurs on a day separate from the set. There is not enough time to set the house on the same day as delivery. The further the distance between the Plant and the site, the more of a chance to have traffic delays, etc.—you should schedule your set no sooner than two (2) days following the estimated delivery date. Set and crane crews usually require several weeks advance notice.

ALSO, we remind you again that delivery by our trucks can only be made curbside to your ACCESSIBLE site. We make every attempt to accommodate you by dropping the boxes "on your site and close to the foundation" but this is NOT a guarantee or obligation. You may need additional equipment to locate the boxes on your site, a staging/hold site to receive the boxes on day of delivery or a combination of these. On rare occasions, we may not be able to negotiate local roads, private roads or narrow paths and sharp corners immediately near your site, with our large over road vehicles. It is your responsibility to 1) notify us of such conditions 2) to make the proper arrangements for us to deliver to your staging area and 3) then move the boxes to your site, usually day of set. Contact us if you have any concerns or questions. This final delivery of the boxes is NOT part of our cost or responsibility. Also see form CD04.

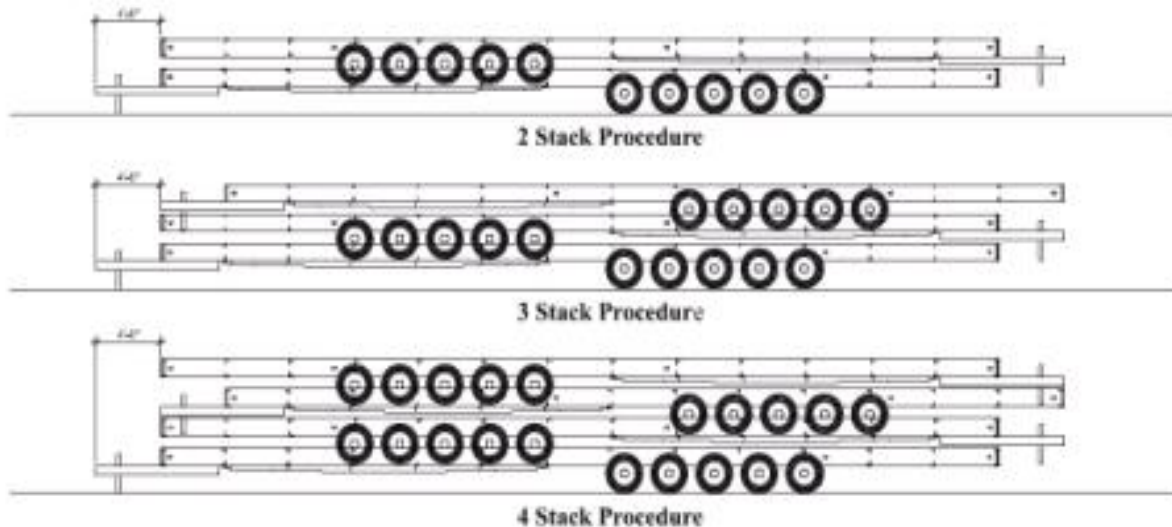
VI) CARRIERS: IMPORTANT.....WHEN SET HAS BEEN COMPLETED:

CARRIERS should be stacked as follows: (SEE PICTURE)

1. Usually stack 4 high, assuming 4 carriers. Make sure they "seat" properly on top of each other,
2. **MAKE SURE THAT THE BOTTOM CARRIER'S TOUNGE IS FREE. NO PART OF THE STACKED CARRIERS ABOVE THE FIRST MAY EXTEND OVER THE BOTTOM CARRIER TOUNGE. ANY RESTACKING REQUIREMENTS ARE YOUR RESPONSIBILITY INCLUDING ALL COSTS.**
3. Make sure that the longer carriers are at the bottom,
4. Make sure that the wheels are not on top of one another thus binding the wheels from rolling,
5. If straps are used, make sure that the straps are properly rolled and the eye bolts secured,
6. Make sure that the carriers have the hitch end readily accessible to the Manufacturer's trucks and that they are placed in a location that will allow easy pick up by the Manufacturer.
7. **IF CARRIERS ARE OVER 60 FEET, NEVER STACK MORE THAN 2 HIGH.**
8. Carriers will be retrieved by the Manufacturer when the drivers are near the general location with another delivery. This typically happens within 10 days. If your set is delayed for any reason, please notify Hallmark,
9. While in your charge, you are responsible for the carriers. Any damage to the carriers or extended delay in making them available for pick up will result in repair or rental charges. The Buyer is responsible for these charges,

10. If applicable, carrier deposits will be reimbursed after final inspection of carriers at the plant, and full payment of all costs.
11. NOTE: If you hire a local truck to move your carriers over the road please be advised that the carriers have round “eye” hitches and the truck should have a pintle hook, hydraulic is preferred. The carriers can be moved on site with on site equipment (backhoe etc.) plus a heavy chain.

Carrier Stacking Procedures



NOTE THAT NONE OF THE UPPER CARRIERS EXTEND OVER THE BOTTOM TONGUE:

VII) FIELD INSTALLATION CHECK LIST, FORM CD17:

BUYER MUST COMPLETE “FIELD INSTALLATION CHECK LIST” form CD17, on the day of set and have the Crew Chief sign and then submit this form to the SUPPLIER immediately. This is imperative and if not done may affect your Warranty.

VII) GENERAL:

IT IS OUR DESIRE TO BE AS SPECIFIC AS POSSIBLE AND INFORM YOU REGARDING THE EXTENT OF THE FINISHING WORK NECESSARY TO COMPLETE YOUR HOUSE. EVERY HOUSE AND SITE CONDITION IS DIFFERENT AND IT IS IMPOSSIBLE FOR US TO BE 100% ACCURATE IN IDENTIFYING EVERY POSSIBLE TASK. The above list of trim out work is an example only and as such may not fully detail all the work that may be necessary on your **specific floor plan**. Also, all the items listed may not be required for the completion of **your** house.

If your house is other than a straight ranch or two story with a simple “A” roof, that is if the roof includes hip ends, cricket valleys, dormers or other non-standard configurations, it is suggested that your on site contractor be present on day of set to immediately begin formal closing off of the roof, construct remaining roof sections, cover unfinished roof sections, etc. The crane & set crew can usually assist you in lifting heavy components to the roof.

NOTE: INTERIOR DRYWALL CRACKS, THE NEED TO MAKE DOOR/WINDOW etc. ADJUSTMENTS, MINOR REPAIRS AFTER THE HOUSE HAS BEEN SET AND HAS SETTLED ON THE FOUNDATION, will vary due to site conditions, transportation and the size and layout of each house. These corrections and adjustments are **not** defects or covered under warranty and remain the responsibility of your on site contractor.

IX) DELIVERY, INSPECTION & WARRANTY CLAIMS:

The Buyer must inspect the house upon arrival and must make any claims for shortages (a ship loose list is provided in the owners’ package) and warranty claims, **in writing**, within 5 days of delivery or within 48 hours FOR ANY OBVIOUS DAMAGE OR SHORTAGES according to the provided instructions. We understand that some items/issues may arise during trim-out that are not obvious during initial walk through. Such items will be considered within a reasonable time – see “purchase contract terms and conditions CD08”, also; refer to warranties for Manufacturers’ limit of liability. **CLAIMS FOR REPAIR WORK WILL NOT BE HONORED UNLESS FIRST APPROVED BY THE MANUFACTURER AND AN AUTHORIZATION NUMBER GIVEN.** Claim forms are provided in the customer package. Any “major” damage (in excess of \$300.00) must be documented with photos for each such item. Damage resulting from off road delivery, sustained during set or subsequently, is not the responsibility of the Manufacturer as the Manufacturer has no control over the condition of the Buyer’s site. When requesting any service assistance you must be specific with the work to be done the cost and have your house serial number ready.

Once the modular boxes have been delivered, ALL protection for the property is the total responsibility of the Buyer, also see form CD09. ANY DAMAGE WHATSOEVER to the boxes after delivery or during delivery on to the Buyer’s site, during or after the set, IS THE FULL

CD12-5 092006

RESPONSIBILITY OF THE BUYER. In the event of rain on the day of set, the Buyer must decide if to cancel the set understanding that re-scheduling the set may involve postponing the set until the crew is again available.

ALSO SEE II-B above regarding Form CD17.

Delivery delay requests: Once the house is in production or the house has been completed and a delivery delay is requested, we shall honor such a request subject to the payment terms, and store the boxes at our site. Prolonged storage on carriers is not recommended and the Supplier is not responsible for any damage or deterioration. It is the Buyer's responsibility to inspect the boxes when such a delay is requested. Failure to inspect is at the Buyer's risk.

X) ITEMS NOT INCLUDED:

WE CANNOT POSSIBLY COVER EVERY CONCEIVABLE ITEM THAT MAY BE NECESSARY TO COMPLETE YOUR HOUSE, BUT THERE ARE SOME ITEMS WORTH MENTIONING TO EXPLAIN WHY THEY ARE NOT INCLUDED AS PART OF THE MODULAR PACKAGE.

1. **Ducting for HVAC** systems-due to the nature of transportation and folding roofs, it is not practical to supply this material. All HVAC systems should be site designed and installed. If requested, the factory may provide interior chases.
2. **Porches, Decks, Rails, Posts and other Exterior** most add on items are better site furnished and constructed.
3. **Garage doors** and finish trim are **not furnished** with garage packages.
4. **Other than Vinyl siding**-some manufacturers will offer wood siding. This is not practical and will cause quality problems after delivery. We would be happy to explain in detail.
5. **Finish flooring**-to provide unlimited choice, better quality installation and **less** on site work, we strongly suggest all finish flooring to be installed on site **after** all trim-out work is completed.
6. **Appliances**-again due to the variety and potential future service requirements, appliances are best bought locally once your house has been completed.
7. **On site finishing or other on site services**-Like your lumber yard or other "store", we are the Supplier of a product, **not a contractor**. You will get more satisfaction and value by dealing with us **direct** rather than through a retailer during the critical design and order phase of your house. You also have a greater choice of hiring local sub-contractors to finish your home if you are not locked into using a local builder/dealer. Ask us about the benefits and how to best coordinate the non-modular work.
8. We are aware that some of our competitors offer some of the above items/services. It is our policy however; to be more concerned with your ultimate satisfaction than to make a profit on every possible product or service associated with your house. You will pay for these anyway as no one "gives" them away, so spend your money wisely.
9. Occasionally the boxes may be delivered during poor weather and arrive "dirty". This cannot be helped and subsequent cleaning is the buyers' responsibility.

Please understand that these documents and information are offered to you based on our experience and are freely given. You may or may not heed our advice. The information is NOT plan specific, but intended to give you a broad overview of tasks involved in home construction and the finishing of a modular home. We are NOT responsible for any oversights and there is no intention or obligation on our part to be more specific or take any responsibility for your on site activity. Our sole responsibility is limited to the curbside delivery of your home.

IF THERE ARE ANY QUESTIONS OR UNCERTAINTIES REGARDING WHAT IS OR IS NOT INCLUDED, PLEASE ASK. WE WILL DO OUR BEST TO ANSWER YOUR QUESTIONS AND MAKE THIS PROCESS AS ENJOYABLE AS POSSIBLE.