

**Southern Modular Industries “SMI”
Limited Warranty**

Southern Modular Industries (“SMI”) warrants for a period of one (1) year from the date of SMI invoice to its’ authorized Dealer/Distributor that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components which are purchased by SMI from equipment manufacturers carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect or accident. Further, SMI’s Limited Warranty is contingent to the following conditions:

1. This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and SMI’s Installation Manual.
2. All claims for warranty must be approved by the SMI Service Department prior to the performance of work and contain the following information:
 - a. Serial Number
 - b. Description of the problem
 - c. Location of the unit
 - d. Point of Contact with Telephone number and email address
 - e. Anticipated cost of repair if work will not be performed by SMI service personnel
 - f. Labor Rates that will apply to the repair work
3. Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an SMI Authorization Number prior to commencement of the repair.

SMI will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however SMI will not be bound to prevailing wage or premium time labor costs. SMI will attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is SMI’s only obligation and the sole and exclusive remedy for failure by SMI to conform to the foregoing warranty. In no event shall SMI be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

The foregoing warranty is expressly in lieu of all other warranties, whether expressed or implied, including but not limited to the applied warranty or merchantability and fitness for a particular purpose.