



## Terreal - North America

### 50-Year Limited, One-Time Transferable Warranty

Subject to the terms and conditions set forth herein, Terreal - North America warrants to the original purchaser that Terreal - North America tiles will be free from manufacturing defects, will remain incombustible, and will not allow passage of water due to decomposition or decay for fifty (50) years after the installation date of the tiles. This warranty will be void with respect to any tile removed from the structure to which the tile was originally applied. **Tile color is subject to normal variations and changes and is not covered by this warranty.** If any tiles do not conform to this warranty, Terreal - North America will, within ninety (90) days after completion of its investigation of the warranty claim, replace the nonconforming tiles (but not any other tiles or any other materials) at its expense. **Installation costs are not covered by this warranty.**

**Other Exclusions:** Terreal - North America will not be liable for, and this warranty does not apply to, any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup, or change in color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage; improper installation or installation not in strict accordance with building codes, trade practices, or Terreal - North America's written instructions; impact of foreign objects, fire, earthquake, flood, lightning, hurricane, hail, tornado, or other casualty, or acts of God; defects in, failure of, or damage caused by materials used as a roofing base over which the tiles are installed, or by movement, distortion, cracking, or settling of walls or the foundation of the building; exposure to harmful chemicals; or any other cause not involving inherent manufacturing defects in the tiles. Terreal - North America will not have any liability under this warranty for changes in tile color, shade or hue caused by stains or contamination from outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens, or other vegetation) or due to weathering, oxidation, or air pollutants. This warranty does not apply to tile which has been painted, varnished, or similarly coated over the original finish. This warranty does not apply to nails, screws, or other fasteners used in connection with the tiles (whether or not supplied by Terreal - North America), or to any cracking, leakage, or other problems caused by any fasteners. **This warranty does not apply to tiles applied to structures located in a "severe weathering region" (i.e., a region with a weathering index greater than 500), as determined in accordance with ASTM Designation: C 1167-96 (Standard Specification for Clay Roof Tiles).** A map indicating general areas of the United States in which clay roof tiles are subject to severe weathering is available from Terreal - North America.

Terreal - North America may discontinue or modify any of its products, including color, without notice and will not be liable to any person or entity as a result of such discontinuance or modification. Terreal - North America will not be liable if replacement material varies in color intensity, hue, or shade from that of the original tile as a result of weathering. If Terreal - North America replaces any tile under this warranty, it may substitute material that it reasonably determines to be of comparable quality if the original tile has been discontinued or modified.

The foregoing is the entire warranty of Terreal - North America with respect to the tiles, and supersedes any prior warranty or guaranty. **To the extent permitted by applicable law, Terreal - North America disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.** No person, including any officer, employee or agent of Terreal - North America or its affiliates, is authorized to increase or vary the scope, or change the terms, of this warranty. Any inconsistent or different statement regarding the tiles contained in Terreal - North America's advertising or other printed materials does not constitute a warranty and will not be binding on Terreal - North America.

Terreal - North America will not be liable under any claim or circumstances for incidental, consequential, punitive, or other indirect damages, or for any damages to any structure or to any structure's contents or occupants. *Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not be apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

Please complete the attached warranty registration certificate (see below) and return it to Terreal - North America within ninety (90) days after the purchase date of the tiles; **otherwise, the duration of this limited warranty will be limited to five (5) years after the purchase date of the tiles.** Claims under this warranty will be honored only if Terreal - North America is notified in writing of the warranty claim, and is provided access to the tiles and a reasonable opportunity to investigate the claim. **Any warranty claim not made within ninety (90) days after the defect is or should have been discovered will be forever barred.**

**This is a one-time transferable warranty.** The original purchaser may transfer this warranty to the subsequent owner of the structure to which the tiles are applied, but this warranty may not be further transferred. Any transferee of this warranty must complete a warranty registration certificate (in the form then required by Terreal - North America) and return the certificate to Terreal - North America within ninety (90) days after transfer of the structure; **otherwise, this warranty will be void.** This warranty is governed by the laws of Ohio, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this warranty must be brought and maintained exclusively in a state or federal court located in Ohio.

For further information, or to make a warranty claim, please contact: Terreal - North America  
P.O. Box 309  
New Lexington, OH 43764  
(888) 582-9052

Tile Purchase Date\_\_\_\_\_

Roofing Contractor\_\_\_\_\_ Date of Installation\_\_\_\_\_

**Terreal - North America**  
Warranty Registration

Note: Fill in completely and mail to: Terreal - North America  
P.O. Box 309  
New Lexington, OH 43764  
Attn: Warranty Registration

FAILURE TO RETURN THE PROPERLY COMPLETED WARRANTY REGISTRATION FORM WILL  
LIMIT DURATION OF THE WARRANTY TO FIVE (5) YEARS AFTER THE TILE PURCHASE DATE.

(Please print clearly)

Owner's Name(s)\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Roofing Contractor\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Product Name/Color\_\_\_\_\_ Date of Installation\_\_\_\_\_

I / We have read the entire warranty and understand its provisions and limitations.

Owner's Signature(s)\_\_\_\_\_