

Transferable Limited Warranty

United States Tile Co. ("UST") imports clay roof tiles (the "Tiles") from Ceramica Industrial de Tecate, S.A. de C.V. ("CIT"). These clay roof Tiles are warranted to the original property owner(s), by the manufacturer, CIT and the importer, UST provided the original owner(s) properly register as described below. UST and CIT warrant that the Tiles manufactured by CIT will pass applicable moisture absorption and flexural strength tests established by the International Conference of Building Officials (ICBO) effective at date of manufacture. This warranty will be passed on to the original property owner(s) in connection with the original property owner(s) purchase of CIT clay roof Tiles from UST and remains in effect for as long as the original property owner(s) are living and are the owner(s) of the property for which the roofing was applied. In addition, this warranty is transferable to a subsequent owner of the property who acquires the property from the original owner for a transfer fee paid in the form of a check for \$50.00 to United States Tile Co. The application for warranty transfer (which is attached) and the check for \$50.00 must be sent to UST, 909 Railroad Street, Corona, CA 92882 for the transfer to be effective. For legal entities other than natural persons, the duration of the warranty is fifty (50) years and shall not be transferable.



The registration certificate attached to this warranty should be completed and mailed to UST within thirty (30) days after completion of installation of the roof Tiles or purchase from the builder of your newly constructed home. In the event the warranty certificate has not been properly registered, the duration of this express limited warranty shall be two (2) years from the date of installation or original ownership. This warranty is subject to the conditions, remedies, transfer requirements, limitations and legal rights stated in this warranty. All of the conditions and requirements stated in this warranty must be met in order to make this warranty valid.

NOTICE AND INSPECTION:

If you think your roof Tiles are defective, you must write to UST explaining your problem within ninety (90) days after your discovery at 909 Railroad Street, Corona, California 92882. The date the roof Tiles were installed must be included. If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing UST and receiving its permission to do so. UST must have a reasonable opportunity to inspect and test the roof Tiles before repairs are begun.

REMEDIES:

If your roof Tiles are found to be defective, in accordance with this warranty, UST will furnish a new Tile, free of charge, to replace each Tile that is defective. Installation costs and labor are not included in this warranty. Also excluded are any labor costs required to correct improper installation or improper maintenance and all costs of materials required other than the replacement Tiles.

CONDITIONS:

UST reserves the right to discontinue or make changes in its roof Tile products. If you roof Tile is not available, UST shall have the right to substitute roof Tiles equal in quality and price. Due to the nature of clay roof tiles, UST may not be able to provide a perfect color match between production runs. Therefore, it is understood that there may be a color difference between the original Tile products and replacement Tiles.

CIELOTM APPLICATION FOR WARRANTY

DATE _____

NAMES OF ALL PROPERTY OWNERS ON TITLE

ADDRESS

CITY _____ STATE _____ ZIP _____

CONTRACTOR/BUILDER

PRODUCT COLOR ALSO ENTER DATE ON ABOVE WARRANTY TRANSFER FOR FUTURE USE.



TYPE OF INSTALLATION RE-ROOF NEW CONSTRUCTION

CIELOTM APPLICATION FOR WARRANTY TRANSFER

DATE _____

ORIGINAL PROPERTY OWNER

NAMES OF NEW PROPERTY OWNERS ON TITLE

ADDRESS

CITY _____ STATE _____ ZIP _____

DATE OF INSTALLATION

DATE OF TITLE TRANSFER



NOTE: PLEASE BE SURE TO ENCLOSE THE REQUIRED TRANSFER FEE TO ENSURE TIMELY TRANSFER OF WARRANTY.

Transferable Limited Warranty
(continued)

LIMITATIONS:

This warranty does not extend to and UST/CIT do not warrant against and shall not be liable for any damage to the roof Tiles when such damage is due to any of the following causes: (1) faulty or improper installation or application of the roof Tiles or installation of the Tile which is not in accordance with applicable local building codes and local acceptable trade practices, (2) installation in inappropriate climactic areas, damage due to freeze thaw conditions unless Tile has been identified and approved for use in freeze thaw areas, (3) color fading or other color changes caused by weathering, oxidation, air pollutants or any other cause (4) use of accessories that do not properly receive or secure the Tiles, (5) settlement, shrinkage, distortion, warping, failure or cracking of the roof structure or materials to which the roof Tiles are applied, (6) Tile failure due to defects or failures of other material used as components of the roof or structure, (7) damage to the Tile caused by roof traffic or foreign objects falling on the roof, (8) damage to Tile or structure caused by earthquake, flood, fire, hurricanes, tornados, or other acts of God or damage due to impact of wind borne or foreign objects or ice. UST/CIT cannot and shall not be liable to you for breach of any other written or oral warranties, whether express or implied, including those, if any, given to you by dealers, contractors, applicators or distributors of the roof Tiles.

EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS WARRANTY, UST/CIT DO NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UST/CIT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS, WRITTEN, ORAL OR IMPLIED WARRANTY ON THE ROOF TILES. UNLESS OTHERWISE EXPRESSLY STATED, YOUR EXCLUSIVE REMEDY SHALL BE REPLACEMENT OF DEFECTIVE ROOF TILES ON THE TERMS STATED IN THIS WARRANTY.

LEGAL RIGHTS:

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

Warranty effective date: January 1, 2008

909 Railroad Street, Corona, CA 92882 Phone 951 737 0200 Fax 951 739 4636 www.ustile.com

PLACE
STAMP
HERE

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CORONA, CALIFORNIA 92882

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