

TRANSFERABLE LIFETIME LIMITED WARRANTY COVERAGE

US Tile® clay roof tiles and shakes are warranted to you, the original property owner(s), by the manufacturer, U.S. Tile. U.S. Tile warrants that the tiles and shakes manufactured by U.S. Tile 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 has been delivered to the original property owner(s) in connection with the original property owner(s) purchase of U.S. Tile clay roof tiles or shakes 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. For legal entities other than natural persons, the duration of the warranty is fifty (50) years and shall not be transferable.

U.S. Tile further warrants that the clay tile or shake roofing manufactured by U.S. Tile, after removal of foreign surface deposits and based on a comparison between the exposed and unexposed areas of a given tile or shake, will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure, for a period of twenty (20) years from date of original installation.

This warranty also includes the cost of replacement labor, as required, to repair any latent defect discovered within ten (10) years of the completion of the tile or shake installation on the individual structure in question. Completion of the installation shall be deemed to be when the tile or shake installation on the individual structure is completed.

The registration certificate attached to this warranty should be completed and mailed to U.S. Tile within thirty (30) days after completion of installation of the roof tiles or shakes or purchase from the builder of your newly constructed home. 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, INSPECTION, REMEDIES, TOTAL LIABILITY, AND CONDITIONS

NOTICE & INSPECTION. If you think your roof tiles or shakes are defective, you must write to U.S. Tile explaining your problem within ninety (90) days after your discovery at 909 West Railroad Street, Corona, California, 92882-1906. The date the roof tiles or shakes were installed must be included. If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing U.S. Tile and receiving its permission to do so. U.S. Tile must have a reasonable opportunity to inspect and test the roof tiles or shakes before repairs are begun.

REMEDIES. If your roof tiles or shakes are found to be defective, in accordance with this warranty, U.S. Tile will furnish a new tile or shake, free of charge, to replace each tile or shake which fails the ICBO or color fade tests. The manufacturer reserves the right to test all tiles and shakes before replacement. Further, provided you comply with the conditions stated in this warranty, U.S. Tile will pay for the labor

necessary to replace any tile or shake discovered to contain a latent defect that causes the tile or shake to fail the ICBO or color fade tests during a ten (10) year period commencing with the completion of the tile or shake installation on the individual structure in question. U.S. Tile reserves the right to select the contractor that will perform the tile or shake replacement in all cases where U.S. Tile is responsible for the cost of the labor.

This warranty specifically excludes any obligation to pay the cost of labor to replace or reinstall the tiles or shakes for (i) any latent defect discovered after the initial ten (10) year period after installation or (ii) any patent defect discovered at any time during the term of the 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 or shakes.

CONDITIONS. U.S. Tile reserves the right to discontinue or make changes in its roof tile or shake products. If your roof tiles or shakes are not available and U.S. Tile decides to replace the defective roof tiles or shakes, U.S. Tile shall have the right to substitute roof tiles or shakes which it considers of substantially equal quality and price. Due to the nature of clay roof tiles and shakes, U.S. Tile cannot provide positive assurance of a perfect color match between different production runs. Therefore, it is understood that there may be a color difference between the original products installed and any replacement tiles or shakes provided under the terms of this warranty. All warranty claims shall be settled between you and U.S. Tile.

TRANSFER OF WARRANTY

This warranty is transferable by the original property owner(s), who are natural persons, while living, only to the next owner(s) of the property to which the roof tiles or shakes are attached, provided U.S. Tile receives written notice of the transfer of title of the property, accompanied by a Fifty Dollar (\$50.00) transfer fee, within thirty (30) days of the date of transfer of ownership. Your notice must include the original owner's name as registered with U.S. Tile on the warranty registration, the name of the next property owner(s), and the date the roof tiles or shakes were installed. Failure to file the required notice of transfer within such thirty (30) day period shall relieve U.S. Tile of any further obligation to the next owner(s) under the terms of the warranty. Upon meeting the above conditions of transfer, all warranty periods under this warranty, except for the above color fade warranty and latent defect coverage, shall be limited in duration to the life of the next following owner(s) for so long as such owner(s) own the property to which the roof tiles or shakes were applied, subject to a maximum period of fifty (50) years from the date of the installation. The color fade warranty as set forth above shall be limited to the time period of twenty (20) years and the latent defect coverage shall be limited to the time period of ten (10) years as indicated in the section titled "TRANSFERABLE LIFETIME LIMITED WARRANTY COVERAGE."

This section does not apply to legal persons or entities who are not natural persons.

LIMITATIONS

U.S. Tile does not warrant against and shall not be liable for any damage to the roof tiles or shakes when due to any of the following causes: faulty or improper installation or application of the roof tiles or shakes, installation in inappropriate local climactic areas, use of accessories that do not properly receive or secure the tiles or shakes, settlement, shrinkage, distortion, warping, failure or cracking of the roof structure or materials to which the roof tiles or shakes are applied, earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind borne objects, impact of foreign objects, ice or weather of a catastrophic nature as defined by the United States Weather Bureau; harmful chemicals, surface discoloration due to air pollution, normal weathering of surface; fumes or vapors directly applied to the roof tiles or shakes or in the atmosphere; overlap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder. U.S. Tile is giving you an express lifetime limited warranty strictly in accordance with this warranty. U.S. Tile 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 or shakes. EXCEPT FOR THE SPECIFIC WARRANTIES AS SET FORTH IN THIS WARRANTY, U.S. TILE DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. U.S. TILE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any express, written, oral or implied warranty on the roof tiles or shakes. Unless otherwise expressly stated herein, your EXCLUSIVE REMEDY shall be replacement of defective roof tiles or shakes, only 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 to you. 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 6-1-97

**This is a sample of the warranty. Please see the actual warranty and return the application for warranty card to U. S. Tile.*

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HOMEOWNER NOTICE

TO ASSURE MAXIMUM BENEFITS FROM YOUR U.S. TILE® ROOF AFTER IT HAS BEEN PROPERLY INSTALLED, OUR ONLY SUGGESTION IS TO STAY AWAY FROM IT. IF THAT IS NOT POSSIBLE, PLEASE TAKE THE FOLLOWING PRECAUTIONS TO HELP AVOID DAMAGING THE TILES OR SHAKES:

1. If absolutely necessary to traverse your roof, walk on lower third of individual tiles or shakes. **BE SURE TO WEAR GRIP SOLE SHOES—TILES OR SHAKES CAN BE SLIPPERY.**
2. Do not walk on hips, ridges, valleys or around pipes and vents.
3. Use a long stick or rope to retrieve items lodged on the roof. When doing so, be careful not to dislodge individual tiles.
4. When necessary to paint or repair vertical walls abutting a roof, make a protective walkway for tradesmen by fastening sheets of plywood in the area of the heavy traffic.
5. Locate antennas and air conditioning units where rooftop traffic will not be required for service.

Please note that the written limited warranty provided by U.S. Tile® is the only warranty provided by U.S. Tile® for your U.S. Tile® roof, and this notice does not extend or change that warranty.



Colors depicted may vary from actual colors due to the inherent variations in the natural clay products and the limitations of the lithographic printing process. (This would also apply to samples depicted on the website due to the limitations and variations present in the production of the samples for the web and the variations in monitors and monitor settings for viewing such samples.)

The concerned parties should examine actual color samples, at both the time of initial color selection and once again from the delivered production run prior to installation.

In order to avoid any possible unwanted color patterning during the installation of blended colors, the skilled installer should periodically view the roof from the ground level at a distance of about 50 feet. This procedure will help ensure the desired random look, and help to avoid "hot spots," checkerboarding, streaks or stair stepping. Acceptable blending cannot be done at the factory or on the ground. It can only be done as the product is installed.