



LIMITED ROOF TILE WARRANTY

Claymex Brick & Tile, Inc., ('Claymex') subject to the conditions and limitations set forth herein, warrants that each Claymex roof tile will be free from manufacturing defects during the 50 –year period following sale of the tile to the original purchaser and complies with transverse breaking strength, absorption or freeze & thaw tests established by ASTM C1167, in effect as of the date of manufacture. This warranty is made only to the owner of the property where the tiles were initially installed. This Warranty is automatically transferred to the subsequent owners through the sale or transfer of the individual structure. This warranty will not apply to any tiles that have been removed from the building on which they were originally installed and it does not cover accessory materials, installation material or installation labor provided by others. If any tiles prove to be defective during the warranty period, Claymex will at its own option, (1) furnish new roof tile, free of charge, to replace each defective roof tile or (2) refund the original purchase price of each defective tile. The "original purchase price" of the tiles for purposes of this warranty is the wholesale price paid to Claymex by the distributor, contractor, or other customer who contracted for the tiles directly with Claymex. In consideration of this warranty, in the event of a claim customer authorizes Claymex and its agents or contractors to enter upon the property to inspect, photograph, and test the product before honoring its commitment hereunder. In connection with its use of photographs, Claymex will use reasonable efforts to prevent disclosure of the project owner's identity or the specific location of the project. Testing under this limited Warranty shall consist of obtaining not less than five (5) undamaged tiles from the damaged area and submitting them for testing to a laboratory to be selected by Claymex Brick & Tile.

LIMITATIONS

Specific Exclusions: This Warranty does not cover and Claymex shall not be liable for (1) damage to the tile caused during installation; (2) tile not installed in accordance with appropriate local building codes and acceptable trade practices in the area of installation; (3) damage to tile caused by roof traffic or foreign objects falling on the roof; (4) damage to tile or structure caused by fire, earthquake, flood, lightning, hurricane, tornado, hail or other violent storm or casualty or other acts of God; (5) color fading, color changes or variations of the color hue or physical deterioration of the color for any reasons including, but not limited to, weathering, oxidation, air pollutants or contamination from other outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens, or other vegetation); (6) surface fading, cracking, chipping or delamination of slurry coated tiles or glazed tiles; (7) 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; (8) improper installation or installation not in strict accordance with building codes, trade practices, or Claymex's written instructions; (9) 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; (10) damaged caused by the installation of clay tile in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation, common to high altitude geography) unless otherwise expressly approved by Claymex; (11) roof tile that has been painted, varnished or similarly coated over the original finish; (12) nails, screws, or other fasteners used in connection with the tiles that cause the roof tile to fail (whether or not supplied by Claymex.); (13) cracking, leakage, or other problems caused by any fasteners (whether or not supplied by Claymex). This warranty does not cover and in no event will Claymex be responsible or liable incidental or consequential damages, or for any damages to any structure or its contents or its occupants. This express limited product warranty excludes all labor costs incurred in removing defective tile or installing replacement tile including, but not by way of limitation, tear-off costs, disposal costs, equipment costs, o transportation costs, accommodation costs or other costs.

Claymex reserves the right to discontinue or modify any of its products, including the color thereof, without notice to the customer and shall not be liable to the customer as a result of such discontinuance or modification, nor shall Claymex be liable if replacement material varies in color intensity, hue, and /or shade in comparison to the original product as a result of normal weathering. If Claymex replaces any material under this warranty, it may substitute products designated by Claymex to be of comparable quality if the product initially installed has been discontinued or modified.

In the event Claymex replaces any defective tile, the warranty period for the replacement tile will be the remaining warranty period for the original, replaced tile. For example, if Claymex replaces defective clay tile 20 years after the sale of the tile to the original purchaser, the warranty for the replacement will be 30 years.

This warranty will be governed by the laws of the State of Texas, without regard to its conflict of law 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 the State of Texas.

To obtain performance under this warranty, the customer shall notify Claymex in writing of any claimed manufacturing defect promptly following its discovery, and shall submit with such notification proof of purchase and payment.

Claims under this Warranty will be honored only if the following conditions are met: (1) The registration certificate shown herein has been properly executed and forwarded to Claymex within ninety (90) days of installation or original ownership. IN THE EVENT THIS WARRANTY CERTIFICATE HAS NOT BEEN PROPERLY REGISTERED, THE DURATION OF THIS EXPRESS LIMITED WARRANTY SHALL BE LIMITED TO TWO (2) YEARS FROM THE DATE OF ORIGINAL INSTALLATION; (2) the registered owner notifies

Claymex within thirty (30) days after the facts on which the claim is based became known; and (3) Claymex has an opportunity to investigate and approve the claim.

THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF CLAYMEX BRICK & TILE, INC. CLAYMEX BRICK & TILE, INC., HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THIS PRODUCT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CLAYMEX BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM BREACH OF ANY WARRANTY SET FORTH HEREIN. NO OTHER PERSON, EMPLOYEE, AGENT OR OTHERWISE, IS AUTHORIZED TO VARY OR CHANGE THE TERMS OF THIS WARRANTY EITHER ORALLY OR IN WRITING. STATEMENTS CONTAINED IN CLAYMEX'S GENERAL ADVERTISING PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE A WARRANTY AND SHALL NOT BE BINDING ON CLAYMEX EXCEPT AS EXPRESSLY SET FORTH IN THIS DOCUMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE TO A REGISTERED OWNER WHO IS DEEMED A CONSUMER UNDER LOCAL STATUTES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY WARRANTY CLAIM NOT MADE WITHIN 30 DAYS AFTER THE DEFECT IS OR SHOULD HAVE BEEN DISCOVERED WILL BE BARRED.

All warranty claims shall be provided to:

Claymex Brick & Tile, Inc.

2224 Del Rio Highway

P. O. Box 33398-4,

Eagle Pass, Texas 78852

Attn: Warranty Claims Department.

Claymex Brick & Tile, Inc. shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Claymex Brick & Tile, Inc. will perform its obligations under this warranty.

This warranty supersedes any warranty or guarantee previously made by Claymex Brick & Tile, Inc.

Effective date: January 1st, 2009