

# CLAYMEX BRICK AND TILE, INC.

## ROOFTILE 10 YEAR LIMITED WARRANTY

Models: Greek, Danish, Scottish, "S"Tile, Sparta, Santorini & Sahara



### CLAYMEX BRICK AND TILE, INC. 10 YEAR LIMITED WARRANTY

Claymex Brick and Tile, Inc., ("Claymex") warrants to the Homeowner of a single family residence (the "Homeowner's Residence") for a period of Ten (10) Years (the "Limited Warranty Period") from the date of purchase of Claymex tiles (the "Product") for installation within the fifty contiguous states of the United States of America and installed at the Homeowner's Residence, that such Products free from defects in material and in compliance with pertinent grading rules and specifications of the American Society for Testing Materials (ASTM) in effect as of the date of manufacture. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, and (ii) the first subsequent owner of the property on which the Product is installed (each a "Covered Person") provided that each transferee within the Limited Warranty Period provides notice in writing to Claymex of such transfer within one (1) year of such transfer. This Limited Warranty will not apply to any Product that has been removed from the property on which such Product was originally installed. In the event Claymex replaces any Product, the Limited Warranty Period for the replacement Product will be the remaining Limited Warranty Period for the original, replaced Product. For example, if Claymex replaces defective tile 5 years after the sale of the tile to the original purchaser, the warranty for the replacement tile will be 5 years.

### CLAYMEX OBLIGATIONS

If, during the Limited Warranty Period, the Product is defective in material or workmanship, Claymex will, at its sole discretion, either (i) replace the defective Product in accordance with the terms set forth in this Limited Warranty or (ii) reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid). The repair or replacement of defective Product, or reimbursement, by Claymex, pursuant to this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. CLAYMEX WILL NOT REIMBURSE OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

### LIMITATIONS AND EXCLUSIONS

This limited warranty does not apply to failure, damage, deterioration or color change to the Product resulting from: (1) damage to the Product caused during installation; (2) Product not installed in accordance with appropriate local building codes and acceptable trade practices in the area of installation; (3) damage to Product caused by roof traffic or foreign objects falling on the roof; (4) damage to Product 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 Products 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) Product that has been painted, varnished or similarly coated over the original finish; (12) nails, screws, or other fasteners used in connection with the Product that cause the Product to fail (whether or not supplied by Claymex.); and (13) cracking, leakage, or other problems caused by any fasteners (whether or not supplied by Claymex).

### PRODUCT MODIFICATION/DISCONTINUANCE

Claymex reserves the right to discontinue or modify any of its products at any time, including the color thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Claymex be liable if replacement Product varies in color intensity, hue, and for shade in comparison to the original Product. If Claymex replaces any tile under this Limited Warranty, it may substitute its Product from current production designated by Claymex to be of comparable quality if the Product initially installed has been discontinued or modified.

### WARRANTY LIMITATION

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY, AND UNDER NO CIRCUMSTANCES SHALL CLAYMEX BRICK AND TILE, INC., BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY OR ALLEGED DEFECT IN THE PRODUCTS SOLD BY CLAYMEX BRICK AND TILE, INC. THIS EXPRESS LIMITED PRODUCT WARRANTY EXCLUDES ALL LABOR COSTS INCURRED IN REMOVING DEFECTIVE PRODUCT OR INSTALLING REPLACEMENT PRODUCT INCLUDING, BUT NOT BY WAY OF LIMITATION, TEAR-OFF COSTS, DISPOSAL COSTS, TRANSPORTATION COSTS, ACCOMMODATION COSTS, EQUIPMENT COSTS, OR OTHER COSTS. ANY IMPLIED WARRANTY OF MERCHANTABILITY WHICH MAY BE AVAILABLE TO HOMEOWNER SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY OR THE EXPIRATION OF THE APPLICABLE STATUTES OF LIMITATIONS, WHICHEVER IS SOONER. CLAYMEX BRICK AND TILE, INC., EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER TO ITS PRODUCTS INCLUDING, BUT NOT LIMITED, TO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSES, DESCRIPTION, OR QUALITY OF THE PRODUCT.

### CONDITIONS PRECEDENT

Claims under this Limited Warranty will be honored only if the registered owner notifies Claymex within thirty (30) days after the facts on which the claim is based became known; and Claymex has an opportunity to investigate and approve the claim.

ANY WARRANTY CLAIM NOT MADE WITHIN 30 DAYS AFTER THE DEFECT IS OR SHOULD HAVE BEEN DISCOVERED WILL BE BARRED. THIS LIMITED WARRANTY GIVES HOMEOWNER AND SUBSEQUENT TRANSFEREES SPECIFIC LEGAL RIGHTS BUT THEY MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE HOMEOWNER AND SUBSEQUENT TRANSFEREES.

To obtain performance under this Limited Warranty, the Covered Person shall notify Claymex in writing of any claimed manufacturing defect within thirty (30) days following its discovery, and shall submit with such notification (i) the name, phone number and address of the Covered Persons on which the Product was installed, (ii) the name of the Product or a detailed description, and the date on which the Product was installed, (iii) the date when the Covered Person discovered the problem; (iv) a brief description of the problem, and (v) a brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damages or failure to the Product and to the Covered Person's property. All warranty claims shall be provided to: Claymex Brick & Tile, Inc., 2224 Del Rio Highway, P.O. Box 3398, Eagle Pass, Texas 78852, Attn: Warranty Claims Department. Claymex shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Claymex will perform its obligations under this Limited Warranty.

Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow an authorized agent of Claymex to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered Person without prior authorization from Claymex could possibly void the Product's Limited Warranty.

### CHOICE OF LAW

This Limited Warranty will be governed by the laws of the State of Texas, without regard to its conflict of laws principles. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

### BINDING ARBITRATION

By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from Claymex shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in San Antonio, Bexar County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against Claymex, you must file a case with the American Arbitration Association in San Antonio, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and Claymex are each waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

### SEVERABILITY

All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

### ENTIRE AGREEMENT

This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of Claymex. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLAYMEX OR ITS AGENTS WILL CREATE ANY ADDITIONAL CLAYMEX WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CLAYMEX OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

### EFFECTIVE DATE

The effective date of this Limited Warranty is December 11, 2019 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date. This warranty supersedes any warranty or guarantee previously made by Claymex Brick & Tile, Inc.

### OBTAINING LIMITED WARRANTY SERVICE

For Limited Warranty service, write to Claymex Brick & Tile, Inc., 2224 Del Rio Highway, P.O. Box 3398, Eagle Pass, Texas 78852, Attn: Warranty Claims Department.