CLAYMEX BRICK AND TILE, INC.

30 YEAR LIMITED WARRANTY

Claymex Brick and Tile, Inc. ("Claymex") warrants to the Homeowner of a single family residence (the "Homeowner Service Provider") for a period of Thirty (30) 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 government rules and regulations, and the Homeowner Service Provider comply with the terms and conditions of the manufacture of the Product. 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. After the Original Warranty Period is completed, any Product that is installed during the Original 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 outside of the United States, or for the replacement Product will be the replacement Limited Warranty Period for the original, replaced Product. For example, if Claymex replaces defective tile 10 years after the sale of the tile to the original purchaser, the warranty for the replacement tile will be 20 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 Homeowner Service Provider an amount equal to the cost of the 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 proper 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 natural events or causes other than the normal wear and tear 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 erosion from extreme outside sources (such as, but not limited to, algae, mildew, fungi, moss, lichens, or other vegetation); (6) surface fading, cracking, chipping or delamination of skived coated tiles or glazed tiles; (7) any failure, defect or damage (including but not limited to, crumbling, cracking, breakage, 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) damages caused by the installation of clay tile in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittently with strong solar radiation, common to high altitude geography) unless otherwise expressly approved by Claymex; (11) Product that has been pasted over, 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 discontinuation 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, IN, BE LIABLE FOR 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 NEW 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 ARISE IS HEREBY DISCLAIMED. ANY IMPLIED WARRANTY OF THE EXCHANGE OR THE EXPRIATION OF THE APPLICABLE STATUTES OF LIMITATIONS, WHICHEVER IS SOONER. CLAYMEX BRICK AND TILE, INC. EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF LIFE, PERFORMANCE, MERCHANTABILITY, OR FITNESS, WHETHER OR NOT EXRESSED, IMPLIED, STATUTORY, OR OTHERWISE, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER OR NOT 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 becomes known, and Claymex has an opportunity to investigate and approve the claim.