

Homeowner Association — Eagle Roofing Products 50 Year Limited Product Warranty

For individually owned, attached or detached structures where responsibility for roof repair or replacement resides with a committee or association of owners.

THIS LIMITED WARRANTY COVERS STRUCTURAL INTEGRITY AND SPECIFIC MANUFACTURING DEFECTS OF INDIVIDUAL ROOF TILES ONLY, AS DESCRIBED BELOW. EAGLE ROOFING PRODUCTS DOES NOT WARRANT INSTALLATION METHODS, MATERIALS OR LABOR PROVIDED BY OTHERS.

EAGLE Roofing Products (“Manufacturer”), subject to the terms of this entire instrument, warrants to the registered homeowners’ association for a period of fifty years, that EAGLE Roofing Tiles installed on the structure(s) listed below shall not allow the passage of water through the body of the tile due to:

- A. Structural deterioration of the tile caused by normal exposure to the elements, or
- B. Latent or concealed manufacturing defects in the tile.

Manufacturer reserves the right to inspect the premises and/or receive tiles from homeowners’ association taken from subject roof for testing prior to settlement of any claim.

To determine resistance to the passage of water through the roof tile, refer to ASTM C 1492 (Standard Specification for Concrete Roof Tile), specifically, 7.4 (Transverse Strength) and/or 7.5 (Permeability). Manufacturer will furnish tiles and/or their cash value for defective tiles when they do not pass either of these tests when conducted according to the specifications and methods listed in ASTM C 1492, at the time the tile was originally installed. Test to be conducted and evaluated by an I.C.C.E.S. recognized, certified testing agency and/or EAGLE Roofing Products.

Within 90 days from the date of inspection and/or testing, EAGLE Roofing Products will provide to the registered homeowners’ association either (i) replacement tile, matching color, shape and texture as close to original as is currently available, or (ii) the cash value of replacement tile, with respect to any tile that exhibits a verifiable manufacturing defect for which warranty protection is provided hereunder.

During the first twenty five (25) years following original installation, provided all of the conditions of this Warranty are met. Manufacturer will also pay for reasonable costs associated with labor to remove any defective tiles, loading and installation of replacement tiles, freight, underlayment, nails, and other accessory materials required by local building codes, when verified manufacturing defects cause intrusion of water into structure.

Manufacturer will furnish replacement tile, but will not pay associated labor costs per above where tiles are found to have exhibited obvious manufacturing defects prior to installation.

IN THE EVENT THIS WARRANTY CERTIFICATE HAS NOT BEEN PROPERLY REGISTERED, THE DURATION OF THIS EXPRESS LIMITED WARRANTY, INCLUDING THE WARRANTY FOR LABOR, SHALL BE LIMITED TO TWO (2) YEARS FROM DATE OF ORIGINAL INSTALLATION.

Subsequent owner must notify Manufacturer within 90 days from the date of purchase of the structure listed below by providing information requested on the Transfer of Warranty notice, attached, and forward same to the address shown. The Warranty shall automatically expire ninety (90) days from the date of purchase without such notification.

Except for the Limited Warranty expressed above, Manufacturer makes no representation or warranty of any kind, whatsoever, express or implied, and all warranties of merchantability, fitness for a particular purpose, and other warranties of whatever kind, are hereby expressly disclaimed by Manufacturer and excluded. Specific exclusions include any representation or warranty relating to color, surface cracking, chipping or surface delaminating, defects or failure of other materials used as components of the roof or structure, installation not in accordance with TRI (Tile Roofing Institute Installation Manuals) or local building codes at the time of installation, damage to the tile caused by roof traffic, failure to comply with the recommendations set forth below in the “Owner Information”, or foreign objects falling on the roof, ice build-up and damage to the tile or structure caused by corrosives, fire, hurricanes, hail, tornadoes, earthquakes or other acts of God.

EAGLE ROOFING PRODUCTS SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO THE STRUCTURE UPON WHICH THE EAGLE ROOFING PRODUCTS HAVE BEEN APPLIED (INCLUDING ANY PROPERTY LOCATED THEREIN), OR TO PERSONS ARISING OUT OF THE USE, INTENDED USE, INSTALLATION OR APPLICATION OF SAID PRODUCTS. THIS WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DAMAGES TO PERSONS OR PROPERTY WHICH RESULTS FROM THE PASSAGE OF WATER THROUGH THE BODY OF THE TILE.

EAGLE ROOFING PRODUCTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECT IN THE TILES COVERED BY THIS WARRANTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

If the law of your state prohibits the exclusion of such damages and expenses, then such damages and expenses are hereby limited, but in no event shall liability of EAGLE Roofing Products exceed the original cost of installation. Some states do not allow the exclusions or limitations of incidental or consequential damage, thus, the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.



USA Owned. USA Made.

Warranty Number: 123459008

Issued To HOA: ABC HOA



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Corporate Offices

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Owner Information

THANK YOU FOR CHOOSING EAGLE ROOFING PRODUCTS.

RECOMMENDATIONS: Walking on or putting pressure on tiles can potentially cause damage. Our recommendation is to stay off your roof. If it becomes necessary to walk on the tiles, please take the following precautions to avoid roof damage and possible injury (provided however that such precautions are no guarantee against injury or accidental breakage of tiles).

1. Television antennas, cable dishes, air conditioners, evaporative coolers and decorations should be positioned so that installation and repairs can be made without walking on the roof tile. Secure a walkway of plywood, planks, walk-pads, etc. where roof traffic is necessary.
2. If it should become necessary to remove from your roof such objects as tree limbs, leaves or children's toys, try using a rake, long stick, lasso or other tool.
3. If you must walk on the roof tile, wear soft-soled, non-slip shoes. Be careful, tiles can be slippery. Step only on the lower center area of the tiles. Roof tile must not be used as a staging area or work platform.
4. If inspection is desired or repair work is required, we recommend you contact the original roofing contractor. If unavailable, select another qualified licensed roofing contractor.

COLOR: EAGLE uses only the finest iron oxide coloring pigments in its manufacturing process. These pigments are classified as non-fading. Even though its coloring agents will not fade, the surface of roof tile will usually appear somewhat lighter after continuous exposure to the elements. This occurs due to efflorescence (see below) or surface oxidation, the same process that dulls all exposed surfaces that cannot be regularly washed and polished, like your automobile. Color shading can also occur due to various pollutants and airborne particles.

Variations in sand, cement and coloring oxides may also cause texture and/or color shading during the manufacturing process. This variance is not detectable through standard quality control practices. It is the responsibility of the installing contractor to inspect, select and place roofing tile in a manner that will optimize the beauty of the roof.

EFFLORESCENCE: Temporary light patterning may appear on darker tiles. This is caused by efflorescence and occurs naturally as seen on sidewalks and brick walls when alkaline deposits gravitate to a surface exposed to moisture. The surface of every EAGLE tile has been treated to minimize efflorescence. If it should occur on your roof, it will disappear completely after additional exposure to rain.

HAIL: As the result of EAGLE standard weight tiles' excellent performance under laboratory testing, a growing number of property insurance companies offer significant discounts from published rates in hail-prone areas. Check with your insurance agent on your State Insurance Commissioner.

CLAIMS: WHAT YOU MUST DO

To file a claim under this WARRANTY:

Send a notice of the claim in writing to EAGLE'S Warranty Department as noted below.

Include a proof of original WARRANTY and/or Transfer of WARRANTY

Include a copy of the original roofing contract (if available)

Upon receipt of a complaint notice, EAGLE Roofing Products will promptly contact you and investigate the claim in accordance with the term of this WARRANTY.

Should you have any questions about your EAGLE tile roof, please call our Customer Service Warranty Department at **1-800-400-3245**.



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Warranty Department

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