

Not An Active Warranty



HOMEOWNER'S ASSOCIATION (HOA) EAGLE ROOFING PRODUCTS TRANSFERABLE LIMITED LIFETIME PRODUCT AND LIMITED 15 YEAR REPLACEMENT COST WARRANTY



USA Owned. USA Made.

Warranty Department

3546 N. Riverside Ave.
Rialto, CA 92377

Warranty Number: {WARRANTY NUMBER}

Issued To HOA: {OWNER NAME}

All Addresses Associated with this HOA Warranty: {ADDRESS}

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 THE 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 original owner of the structure for which EAGLE Roofing tiles were purchased and installed, and the subsequent owners of the structure (provided that the initial installation of roof tiles on the original structure was properly completed within the perimeters of the prevailing building code, and the warranty was properly registered within 18 months of the inceptive delivery of roof tiles to the original structure) for the duration of their ownership (the "Warranty Holder"), that the EAGLE Roofing Tiles installed on the structure listed above shall not allow the passage of water through the body of the tile due to:

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

Manufacturer's tiles shall be assessed in reference to ASTM C 1492 (standard Specification for Concrete Roof Tile), specifically, 7.4 (Transverse Strength) and/or 7.5 (Permeability). Manufacturer will furnish the remedies specified below, for the applicable time periods, for defective tiles that do not pass either of these tests when conducted according to the specification and methods listed in ASTM C 1492, in effect on the date of original installation. This test shall be conducted and evaluated by EAGLE Roofing Products at the Manufacturer's expense, or by an IAPMO ES recognized, certified testing agency at the structure owner's expense.

Manufacturer has the right to inspect the premises and/or receive tiles from the structure to evaluate the applicability of this warranty, and provided a verifiable manufacturing defect for which warranty protection is provided hereunder is established, then within 90 days from the date of inspection and/or testing of the tiles, EAGLE Roofing Products will coordinate with a local roofing material supplier and/or roofing contractor to provide to the Warranty Holder (at Manufacturer's sole election) either (i) replacement tile, matching color, shape and texture as close to the original as is currently available, or (ii) the refund at the current Manufacturer's distributor cost for replacement tile, matching color, shape and texture as close to the original as is currently available, with respect to the tile that exhibits a verifiable manufacturing defect for which warranty protection is provided here under.

Manufacturer further agrees that, during the first fifteen (15) years following original installation (but only for that period), this limited product warranty will also include all reasonable costs associated with the labor to remove any defective tiles, loading and installation and installation of replacement tiles, and freight, underlayment, nails and other components materials required by local building codes in connection with the replacement, but only when and to the extent verified manufacturing defects cause intrusion of water into the structure and the defective condition of the tile was not obvious prior to installation. (This additional warranty does not obligate Manufacturer to provide replacement tiles; per the preceding paragraph, it may still provide a refund for tile at the current Manufacturer's distributor cost.)

Manufacturer's warranty, as provided herein, only applies to the specific tiles for which a verifiable manufacturing defect covered hereby is established; this warranty does not provide for the replacement or the cost to replace adjacent tiles.

This warranty is automatically transferred to the subsequent owners through the sale or transfer of the individual structure provided that the original warranty was properly registered within 18 months of the inceptive delivery of the roof tiles to the structure.

NO IMPLIED WARRANTIES

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 EXPRESS OR IMPLIED WARRANTIES OF WHATEVER KIND, ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. Specific exclusions include any representation or warranty relating to color, surface cracking, chipping, topical slurry coating delamination, efflorescence, carbonation, oxidation 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 or other trades, failure to comply with the recommendations set forth under "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 nature or God.

MANUFACTURER 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.

MANUFACTURER 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 and in no event shall liability of Manufacturer exceed the original price paid to Manufacturer for the tiles installed on the structure. 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.

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).

- *Television antennas, cable dishes, satellite dishes, air conditioners, evaporative coolers and decorations should be positioned so that installation and repairs can be made without walking on the roof tiles. Secure a walkway of plywood, planks, walk-pads, etc. where foot traffic is necessary.*
- *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, or other tool.*
- *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.*
- *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.*

ROOF TRAFFIC: In an effort to avoid the inherent danger associated with walking on a roof, we recommend **that only licensed and insured professional contractors traverse roofs.** Caution should be exercised to ensure personal safety and prevent damage to roof tiles that may void this LIMITED LIFETIME PRODUCT AND LIMITED 10 YEAR REPLACEMENT COST WARRANTY

**see manufacturer's instructions and guidelines. Roof tiles broken by foot traffic should be replaced as soon as possible. The broken tiles may cause problems by allowing water and UV rays to penetrate through to the underlayment and damage it. There are certain methods of traversing the roof that may minimize damage. It is recommended to step at the bottom three inches of the installed tile. This section is supported by the lapped tile beneath it and the weight is then transferred to the deck below.

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 the possibility of efflorescence. If it should occur on your roof, it will disappear completely after additional exposure to rain.

COLOR RANGES: Eagle Roofing Products uses the best raw materials available to manufacture our products, including iron oxide coloring pigments. When single color, mono-tone roofs are selected however, there will be a variation in the hue/color from one tile to another due to the fact that concrete tiles are manufactured from natural raw materials, and natural raw materials will vary in color. We strongly recommend that blends, ranges, streaks or flashed tiles be used to help mask any variations that maybe visible in the tiles. However, please note that variations on single color roof tiles may be present. As the roof ages, the variation tends to be less noticeable. Eagle does not warrant color due to the tile exposure to the elements. 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. Please note that installation of our roof tiles constitutes acceptance. It is the responsibility of the installing roofing contractor/general contractor and/or homeowner to inspect, select and place roofing tiles in a manner that will optimize the beauty of the roof and to ensure the desired appearance.

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 or 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 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**.