

50-YEAR LIMITED WARRANTY

MARUHACHI CERAMICS OF AMERICA, INC. ("MCA") extends the following 50-year limited warranty to the original purchaser or a subsequent owner of a home or other structure on which MCA's clay roofing tiles ("Tiles") have been installed:

1. **Limited Warranty.** MCA warrants for a period of 50 years from the completion of the original installation that its Tiles will meet U.B.C. (Uniform Building Code) standards at the time of manufacture for flexural strength and water absorption and will be free from manufacturing defects and that its Tiles will not experience substantial color failure as a result of fading or chipping (some Tile may vary slightly in color, shade, hue or size from sample Tiles; this is normal and will not be considered a defect under this Limited Warranty so long as the Tiles do not vary unreasonably from the sample Tiles). Additionally, MCA warrants that the face of each new Tile, other than textured Tiles, will have a smooth, even surface without facial imperfections visible at a distance of more than forty feet.
2. **Replacement of Defective Tiles.** If any Tile fails to conform to this Limited Warranty at any time during the 50-year warranty period, MCA agrees to replace the defective Tile with new Tile free of charge, provided that the Owner pays the shipping charges and follows the Claims Procedure contained in the Certificate. This Limited Warranty shall not include, and MCA shall have no responsibility for, costs of labor or materials for removal of defective Tiles or installation of replacement Tiles.
3. **Terms and Conditions.** MCA's liability to the owner of the Tiles shall be subject to the following terms and conditions:
 - (a) The owner must comply with the Claims Procedure described below.
 - (b) All claims must be approved in writing by an authorized representative of MCA.
 - (c) THE OWNER'S SOLE REMEDY UNDER THIS LIMITED WARRANTY with respect to any defective Tiles shall be the replacement of such Tiles.
4. **Limitations.** MCA shall not be liable for and this Limited Warranty does not include any defect or damage (including but not limited to cracking, checking, crumbling, break-up or change of color to Tiles) resulting from defects caused by misuse, abuse, neglect or improper handling or storage; by improper installation or traffic on the installed Tiles; by hail, impact of foreign objects, earthquake, hurricane, tornado, lightning, flood, other violent storm or casualty, or Acts of God; by settlement, movement, distortion, failure or cracking of the walls of any structure; by failure of or damage caused by materials used as a roofing base over which Tiles are installed; by exposure to harmful chemicals; or by damage occurring during shipping or handling by the installer. MCA shall have no liability for changes in color, shade or hue of the Tiles caused by stains or contamination of any or resulting from outside sources such as moss, lichens, algae, mildew, fungus or other vegetation; nor shall MCA be liable if replacement Tiles vary in color, shade or hue in comparison with previously installed Tiles a result of normal weathering of such installed Tiles.
5. **Sole and Exclusive warranty; Disclaimers.** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL MCA BE RESPONSIBLE OR BE HELD LIABLE FOR SPECIAL, COLLATERAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF BUSINESS OR PROFITS, INJURY OF OR DAMAGE TO PROPERTY OR PERSONS, INABILITY OF OWNER OR ANY OTHER PERSON TO USE THE ROOFING OR REINSTALLATION LABOR COSTS. NO REPRESENTATIVE OF MCA OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATIONS TO THIS WARRANTY.
6. **Claims Procedure.** Claims must be submitted in writing to Maruhachi Ceramics of America, Inc., 1985 Sampson Avenue, Corona, California 92879, within 60 days following discovery of any defects covered by this Warranty, together with proof of purchase. Upon request by MCA, the owner shall return defective Tile or a representative sample to MCA, freight prepaid, to confirm the existence of defects in the Tiles. Replacement Tiles will be shipped freight collect to the owner.
7. **Changes in Product.** MCA reserves the right to discontinue or modify its Tiles, including the color thereof, without notice to the owner and shall not be liable to the owner as a consequence of such discontinuance or modifications.

OWNER INFORMATION:

**“SAMPLE ONLY”
NOT A VALID WARRANTY**



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