

LIFETIME LIMITED RESIDENTIAL WARRANTY OF TILE BY DALTILE®

Perennial Porcelain Roofing by Daltile[®] is a line of porcelain tiles specifically designed for roofing come with a Lifetime Limited Warranty. Daltile warrants that any tile will be free from any defects in materials and/or workmanship which relate to shape integrity, moisture, breakage, and burning resistance for normal residential use for the original purchaser for as long as the original purchaser owns the private residence in which any Perennial Porcelain Roofing tile was installed. Tile is ideal for steep slope applications when proper installation and maintenance instructions are followed.

Shape Integrity

Any tile will resist warping.

PORCELAIN ROOFING

EXTRAORDINARY STRONG PORCELAIN ROOFING TILES

Water Resistance

Any tile will resist water passage under normal weather conditions.

Breakage Resistance Any tile will resist breakage.

Burn Resistance

Any tile will resist burning.

This Warranty is not applicable until (1) it is registered by mailing a completed warranty form with accompanying documentation, (2) it is received by Daltile, and (3) the owner is in compliance with the conditions of this warranty. You will need to register your warranty within sixty (60) days after the date of installation of tile or purchase from the builder of your newly constructed home with tile.

To qualify for any warranty claims such as repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase.

Please complete the following details and send with a copy of your proof of purchase to:

Daltile [®] Attention: Claims Department 7834 C.F. Hawn Freeway Dallas, TX 75217
Your Name:
Your Phone Number:
Your Address:
Merchant Name:
Merchant Phone Number:
Merchant Address:
Purchase Date:
Product Name:
Installation Date:

For your records, make a copy of your submission and keep in a safe place with your original documentation.





LIFETIME LIMITED RESIDENTIAL WARRANTY

THIS EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.

Implied Warranty of Fitness for a Particular Purpose

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Daltile provides detailed information in its product literature regarding appropriate building specifications, installation and maintenance for tile. Failure to comply with recommended specifications, installation and maintenance voids this warranty. There are no warranties extended beyond the description on the face hereof.

Implied Warranties Limited in Duration and Scope

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

General Terms and Conditions for Tile Warranties

Tiles specifically designed for roofing ("Tile") by Daltile carry the specific warranties listed above. In addition to the requirements specified for each of those particular warranties, the following general terms and conditions also apply. If you have questions regarding this Warranty, please contact Daltile.

- 1. This warranty applies only to the original purchaser and the first installation of the product and may not be transferred, except as provided below. The "original purchaser" is the person or builder who is stated as the buyer on the purchase document(s) and owns the private residence. The "builder" is a person or entity who constructs or renovates private residences with the purpose of selling the private residence to a residential owner. This warranty applies only to first quality tile purchases made after the edition date of these warranty conditions for the designated time period when the product is installed in a private residence and according to Daltile's recommended installation instructions.
- 2. In the event of an original purchaser who is a person and owns the private residence at the time of purchase and installation of any tile, the original purchaser may transfer this warranty to another person who buys such private residence from the original purchaser, provided that: (1) the sale of the private residence occurs after a valid original warranty registration, (2) the original purchaser is in compliance with the conditions of this warranty at the time of the transfer, and (3) the new owner notifies Daltile of the transfer of this warranty from the original purchaser by re-registering this Warranty within sixty (60) days of the date of transfer of ownership. Failure to meet any of these conditions will relieve Daltile of any further obligation to the next owner(s) under the terms of this warranty. This warranty will be limited in duration and scope and last for only as long as the subsequent owner owns such private residence and applies only to such subsequent owner, provided all the above conditions of transfer are met. Notwithstanding the foregoing, the duration of this warranty shall not exceed the fiftieth (50th) anniversary of the date of transfer of the original warranty.
- 3. This product warranty only applies to manufacturing defects inherent to the material supplied. Defect is defined as a shortfall in the product to perform to Daltile specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols. Daltile will repair or replace the product, at its discretion. When replacement of the product is made, only new products from the current product range at the time the complaint is upheld will be supplied. Daltile reserves the right to discontinue or modify any of its products and shall not be liable if replacement material varies in color intensity, hue, or shade in comparison to the original product. There will be no other form of compensation. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the product. Daltile will not cover labor costs to replace or reinstall the tiles. Daltile can never be held liable and is not responsible for any secondary damages, incidental damages or consequential damages.





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- 4. This warranty does not cover damage to the product caused by installation errors. The product must be installed following the appropriate installation instructions using approved accessories, if applicable. Installation defects are not covered by this warranty.
- 5. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this warranty.
- 6. Proof of compliance with the installation and maintenance instructions recommended by Daltile must be provided if a claim is filed. If installation is not performed by the end user, at least one copy of the installation and maintenance instructions and this residential Warranty must be provided to the end user by the installer.
- 7. Daltile will not be liable for, and this warranty does not apply in the event of: any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup or change of color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage; settlement, shrinkage, distortion, warping, failure, defects or cracking of the roof structure, walls, foundation of the building or materials to which the tile is applied; earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind-borne objects, impact of foreign objects, ice or weather of a catastrophic nature as defined by the United States Weather Bureau; harmful chemicals, surface discoloration due to air pollution, or normal weathering of surface; fumes or vapors directly applied to the roof tiles or shakes or in the atmosphere; overlap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder.
- 8. Color, hue or shade differences resulting from material added to an existing installation at a later date and nonwarranty repairs are excluded from coverage.
- 9. Under no circumstances will Daltile be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.
- 10. Any services provided as part of this warranty do not extend the original warranty period.
- 11. This express limited product warranty excludes all labor costs. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this warranty, this warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this warranty or any provision of this warranty or to prevent the imposition of fines, penalties or any liability.

Notice to Owners

To assure maximum benefits from and avoid damages to your tile roof, avoid walking or putting pressure on the tile. If it becomes necessary to walk on the tiles, please take the following precautions (provided, however, that such precautions are no guarantee against injury or accidental breakage of tiles):

 Roof fixtures such as 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. If roof traffic is necessary, secure a protective walkway of plywood, planks or walk-pads. Roof tile must not be used as a staging area or work platform.





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- If it is necessary to walk on the roof tile, walk on the lower third of the individual tiles and wear soft-soled, non-slip shoes. Be careful tiles can be slippery.
- Do not walk on hips, ridges, valleys or around pipes and vents.
- If it becomes necessary to remove items such as tree limbs or leaves, try using a rake, long stick, rope or other tool.

To Make a Claim:

- 1. The original purchaser must notify a Daltile authorized representative in writing within 30 days of the discovery of any defect.
- 2. After notification, Daltile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Daltile or an authorized representative.
- 3. Upon determination that the product defect claim is valid, Daltile will notify the purchaser in writing. Daltile reserves the right to repair or replace the originally-purchased product, at its sole discretion.

Tile is manufactured and distributed by Daltile 7834 C.F. Hawn Freeway Dallas, TX 75217

Modification Date: August 24, 2018

