

## TRANSFERABLE LIMITED CLAY PRODUCT WARRANTY

US Tile® clay roof tiles are warranted to you, the original property owner(s), by the manufacturer, Westlake Royal Roofing Solutions™ (“Westlake Royal”). Westlake Royal warrants that the clay tiles manufactured by Westlake Royal will pass applicable moisture absorption and transverse break strength tests under the conditions and using the methods applied by IAPMO Uniform Evaluation Service (“IAPMO”) in report ER-411 that are in existence at date of manufacture and which are applicable to the Product. This warranty has been delivered to the original property owner(s) in connection with the original property owner(s) purchase of Westlake Royal clay roof tiles and remains in effect for as long as the original property owner(s) are living and are the owner(s) of the property for which the roofing was applied up to a maximum period of fifty (50) years. Please see below for warranty terms regarding transferability. For legal entities other than natural persons, the duration of the warranty is fifty (50) years and shall not be transferable.

Westlake Royal further warrants that the clay tile roofing products manufactured by Westlake Royal, after removal of foreign surface deposits and based on a comparison between the exposed and unexposed areas of a given tile, will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure, for a period of twenty (20) years from date of original installation.

This warranty should be registered online at [WestlakeRoyalRoofing.com](http://WestlakeRoyalRoofing.com) within thirty (30) days after completion of installation of the roof tiles or purchase from the builder of your newly constructed home. This warranty is subject to the conditions, remedies, transfer requirements, limitations and legal rights stated in this warranty. All of the conditions and requirements stated in this warranty must be met in order to make this warranty valid.

### NOTICE, INSPECTION, REMEDIES AND CONDITIONS:

**Notice and Inspection:** If you think your roof tiles are defective, you must contact Westlake Royal explaining your problem within ninety (90) days after your discovery at 1-800-669-8435(TILE) or email [askcustomerservice@westlake.net](mailto:askcustomerservice@westlake.net). The date the roof tiles were installed or the date you purchased the home must be furnished to Westlake Royal.

If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing Westlake Royal and receiving its permission to do so. Westlake Royal must have a reasonable opportunity to inspect and test the roof tiles before repairs are begun.

**Remedies:** If your roof tiles are found to be defective, in accordance with this warranty, Westlake Royal will furnish a new tile, free of charge, to replace each tile which fails the IAPMO tests or color fade tests. The manufacturer reserves the right to test all tiles before replacement. This warranty specifically excludes any obligation to pay the cost of labor to replace or reinstall the tiles for any defect. Also excluded are any labor costs required to correct improper installation or improper maintenance and all costs of materials required other than the replacement tiles.

**Conditions:** Westlake Royal reserves the right to discontinue or make changes in its roof tile products. If your roof tiles are not available and Westlake Royal decides to replace the defective roof tiles, Westlake Royal shall have the right to substitute roof tiles which it considers of substantially equal quality and price. Due to the nature of clay roof tiles, Westlake Royal cannot provide positive assurance of a perfect color match between different production runs. Therefore, it is understood that there may be a color difference between the original products installed and any replacement tiles provided under the terms of this warranty. All warranty claims shall be settled between you and Westlake Royal.

### TRANSFER OF WARRANTY

This warranty is transferable by the original property owner(s), who are natural persons, while living, only to the next owner(s) of the property to which the roof tiles are attached, provided Westlake Royal receives electronic notice of the transfer of title of the property by re-registering the property online at [WestlakeRoyalRoofing.com](http://WestlakeRoyalRoofing.com) within thirty (30) days of the date of transfer of ownership. If you require assistance, please contact Westlake Royal at 1-800-669-8453(TILE) or e-mail [askcustomerservice@westlake.net](mailto:askcustomerservice@westlake.net). Failure to file the required notice of transfer within such thirty (30) day period shall relieve Westlake Royal of any further obligation to the next owner(s) under the terms of the warranty. Upon meeting the above conditions of transfer, all warranty periods under this warranty, except for the above color fade warranty, shall be limited in duration to the life of the next following owner(s) for so long as such owner(s) own the property to which the roof tiles were applied, subject to a maximum period of fifty (50) years from the date of the installation. The color fade warranty as set forth above shall be limited to the time period of twenty (20) years.

This section does not apply to legal persons or entities who are not natural persons.

### LIMITATIONS

Westlake Royal does not warrant against and shall not be liable for any damage to the roof tiles when due to any of the following causes: faulty or improper installation or application of the roof tiles, installation in inappropriate climatic areas (see [WestlakeRoyalRoofing.com](http://WestlakeRoyalRoofing.com) for a specific listing of Grade 1 products), use of accessories that do not properly receive or secure the tiles, settlement, shrinkage, distortion, warping, failure or cracking of the roof structure or materials to which the roof tiles are 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, normal weathering of surface; fumes or vapors directly applied to the roof tiles or in the atmosphere; overlap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder. Westlake Royal is giving you an express limited warranty strictly in accordance with this warranty. Westlake Royal cannot and shall not be liable to you for breach of any other written or oral warranties, whether express or implied, including those, if any, given to you by dealers, contractors, applicators or distributors of the roof tiles. EXCEPT FOR THE SPECIFIC WARRANTIES AS SET FORTH IN THIS WARRANTY, WESTLAKE ROYAL DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WESTLAKE ROYAL SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any express, written, oral or implied warranty on the roof tiles. Unless otherwise expressly stated herein, your EXCLUSIVE REMEDY shall be replacement of defective roof tiles, only on the terms stated in this warranty.

### LEGAL RIGHTS

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.

Effective: January 26, 2022