



## LIFETIME TRANSFERABLE LIMITED WARRANTY

Vande Hey Raleigh Roof Tile Manufacturing, Inc. ("Vande Hey Raleigh") extends the following warranty to the original purchaser and first subsequent owner of a home or other structure on which Vande Hey Raleigh's concrete roofing tiles ("Tiles") have been properly installed:

**LENGTH OF WARRANTY.** This warranty becomes effective when Vande Hey Raleigh is paid in full for the Tiles and remains in effect for as long as the original property owner(s) are living and are owner(s) of the property upon which the Tile was applied. In the case of a transfer of ownership, the warranty will remain in effect for the first subsequent owner(s) to the original property owner(s) for as long as the first subsequent owner(s) are living and are owner(s) of the property upon which the Tile was applied. Notwithstanding the foregoing, in no event shall the total warranty period exceed seventy-five (75) years if either the original property owners(s) or first subsequent property owner(s) is, in whole or in part, a legal entity other than a natural person

**PERSONS PROTECTED.** This warranty will be enforceable during the warranty period by the original owner(s) and the first subsequent owner(s) of the building on which the Tile is originally installed. This warranty is given exclusively by the manufacturer, and not by the dealer or contractor from whom you purchased the Tile.

**WHAT IS COVERED.** Except as otherwise specified, this warranty covers any Tile manufactured by Vande Hey Raleigh that is broken or damaged sufficiently to allow the passage of water through the body of the Tile by: 1) defects in material or workmanship; 2) wind (up to 80 mph); 3) ice; 4) frost; 5) rain; 6) hail (up to one (1) inch in diameter); 7) sleet; 8) snow; 9) cracking, warping or splitting as a result of temperature change or weathering; or 10) rotting due to aging or weathering. The following are not covered: broken or damaged Tile resulting from, in whole or in part: 1) improper installation (Installation and Specification Manual available upon request); 2) lightning; 3) falling, thrown or blown objects; 4) foot traffic (other than foot traffic authorized in the Installation and Specification Manual, available upon request); 5) vandalism; 6) malicious actions; 7) acts of war, riot or insurrection; 8) inferior building practices (including, but not limited to, instances where the building does not meet standard minimum national building code common to the local area, i.e. ICBO, BOCA, SSBC, FHA, UBC, etc.); 9) glacier type snow and ice slides or snow and ice falling from upper roof areas which can be prevented by proper ventilation, gutters, heat tapes, and snow guards; 10) lack of normal building maintenance; 11) wind over 80 mph; 12) hail over one (1) inch in diameter; 13) normal wear and tear including the natural effects of progressive aging on the color and surface of the Tile; or 14) any other reason or cause not specifically covered herein. Vande Hey Raleigh reserves the right to inspect the allegedly defective Tiles prior to making coverage determinations under this warranty. Determinations of coverage will be made at Vande Hey Raleigh's sole discretion.

**HOW TO OBTAIN WARRANTY PERFORMANCE.** Notice of any broken or damaged Tile must be given to the company, in writing, within thirty (30) days of the time the damage becomes apparent. The notice should be sent to Vande Hey Raleigh, 1665 Bohm Drive, Little Chute, WI 54140-2529. You must furnish a completed copy of the Warranty Certificate along with valid proof of purchase to be eligible for the warranty. You must also furnish proof reasonably acceptable to Vande Hey Raleigh that you are the original or first subsequent owner of the property.

**WHAT WE WILL PROVIDE.** We will provide replacement Tile, for covered broken or damaged Tile, at no cost, F.O.B. our factory (we will deliver to carrier but you must pay shipping costs) in Little Chute, WI, but you must pay any labor costs associated with Tile removal and installation of replacement Tile. Replacement Tile will be of matching color, shape and texture as close to the original Tile as currently available. Vande Hey Raleigh reserves the right to discontinue or modify its Tiles without notice to the owner. Notwithstanding the foregoing, Vande Hey Raleigh, at its sole discretion, reserves the right to refund the amount paid for the defective Tile (excluding any costs connected with the installation or removal of the Tile) in lieu of replacing the Tiles.

**LIMITATION OF WARRANTIES.** THIS WARRANTY IS THE SOLE WARRANTY OFFERED BY VANDE HEY RALEIGH FOR THE TILE. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

**EXCLUSION OF CERTAIN DAMAGES.** VANDE HEY RALEIGH'S LIABILITY IS LIMITED TO PROVIDING REPLACEMENT TILE AS SET FORTH ABOVE. VANDE HEY RALEIGH SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES whether such claims are made in tort, contract, warranty, product liability, or through any other theory.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Vande Hey Raleigh will honor claims under this warranty only if the following have been met: 1) the warranty registration has been properly completed and mailed to Vande Hey Raleigh at the address listed within ninety (90) days of installation (original ownership) (IF THIS CONDITION IS NOT MET AND THE WARRANTY NOT SO REGISTERED, THE DURATION OF THIS EXPRESS LIMITED WARRANTY SHALL BE LIMITED TO TWO (2) YEARS FROM THE DATE OF ORIGINAL INSTALLATION); 2) the registered owner notifies Vande Hey Raleigh in writing within thirty (30) days of the facts upon which any claim is based are determined; and 3) Vande Hey Raleigh has been given the opportunity to investigate and make determination as to the validity of the claim.

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

OWNER/PROJECT:

NAME:

DATE OF INSTALLATION:

ADDRESS/CITY/STATE: