



## Clay Tile Product Warranty



# BORAL ROOFING TRANSFERABLE LIMITED CLAY PRODUCT WARRANTY

Boral clay roof tiles are warranted to you, the original property owner(s), by the manufacturer, Boral Roofing LLC ("Boral"). Boral warrants that the clay tiles manufactured by Boral will pass applicable moisture absorption and flexural strength tests established by the International Code Council ("ICC") effective at date of manufacture. This warranty has been delivered to the original property owner(s) in connection with the original property owner(s) purchase of Boral 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.

Boral further warrants that the clay tile roofing products manufactured by Boral, 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 www.BoralRoof. 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 & INSPECTION.** If you think your roof tiles are defective, you must contact Boral explaining your problem within ninety (90) days after your discovery at **1.800.669.TILE** (8453) or email **askcustomerservice@boral.com**. The date the roof tiles were installed or the date you purchased the home must be furnished to Boral.

If you choose to exercise your rights under this warranty, do not begin any repairs prior to writing Boral and receiving its permission to do so. Boral 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, Boral will furnish a new tile, free of charge, to replace each tile which fails the ICC 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.** Boral reserves the right to discontinue or make changes in its roof tile products. If your roof tiles are not available and Boral decides to replace the defective roof tiles, Boral 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, Boral 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 Boral.

#### 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 Boral receives electronic notice of the transfer of title of the property by re-registering the property online at www.BoralRoof.com within thirty (30) days of the date of transfer of ownership. If you require assistance, please contact Boral at 1.800.669.TILE (8453) or e-mail askcustomerservice@boral.com. Failure to file the required notice of transfer within such thirty (30) day period shall relieve Boral 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

Boral 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 www.BoralRoof.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. Boral is giving you an express limited warranty strictly in accordance with this warranty. Boral 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, BORAL DOES NOT GIVE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION

ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BORAL 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: August 1, 2019

Roofing Contractor		
Date of Installation		

#### **ONLINE WARRANTY REGISTRATION - CLAY ROOF TILE**



#### Register your warranty online at www.BoralRoof.com

**Note:** The Warranty is not applicable until you register it online and it is received by Boral Roofing and the owner of the tile is in compliance with the conditions of the Warranty.

### Homeowner Notice

To assure maximum benefits from your clay tile roof, minimize walking on the roof to avoid damaging tiles. Please take the following precautions:

- Use a long stick or rope to retrieve items lodged on the roof.
- When necessary to paint or repair vertical walls which adjoin the roof, make a protective walkway for tradesmen by fastening sheets of plywood in the area of heavy traffic.
- Locate antennas and air-conditioning units in areas where rooftop traffic will not be required for equipment service.
- If it is necessary to traverse the roof, walk on the lower third of the individual tiles, where the headlap/overlap is between the courses (rows) of tile.
- Be sure to wear grip-sole shoes tiles can be slippery.
- Do not walk on hips, ridges, valleys or around pipes and vents.

#### **ABOUT BORAL ROOFING**

Boral Roofing LLC is a subsidiary of Boral USA and is the country's largest premium provider of complete roofing and re-roofing solutions for architects as well as commercial and residential builders. Boral Roofing operates manufacturing plants throughout the U.S.

#### **ABOUT BORAL NORTH AMERICA**

Headquartered in Roswell, Georgia, Boral North America is a leader in key construction materials and building products markets with operations across the USA, Canada and Mexico. In 2017 Boral acquired Headwaters Incorporated, expanding Boral's product offering and manufacturing and distribution footprint across North America. In construction materials, Boral has a national footprint and industry-leading position in the processing and distribution of fly ash – a by-product of coal combustion.

In building products, Boral manufactures and supplies cladding, roof tiles, windows and other light building products for residential and commercial markets nationally. Boral's manufactured stone veneer includes leading brands Cultured Stone® by Boral®, Boral Versetta Stone®, Eldorado Stone®, Dutch Quality Stone and StoneCraft. Boral's light building products portfolio includes Boral TruExterior® Siding & Trim – a pioneer of the innovative poly-ash category of exterior building products – as well as shutters, gable vents, mounting blocks and tool systems. In roofing, Boral is a leading manufacturer of clay and concrete roof tiles, and also produces composite polymer and stone coated metal roof tiles.

Boral also has a 50% share of the Meridian Brick joint venture, a leading clay and concrete brick manufacturer which was formed with Forterra Brick in 2016.

BoralAmerica.com

#### Sales Offices

Phoenix, ARIZONA
Corona, CALIFORNIA
Lathrop, CALIFORNIA
Stockton, CALIFORNIA
Rialto, CALIFORNIA
Denver, COLORADO
Pompano Beach, FLORIDA

Lake Wales, FLORIDA
Okeechobee, FLORIDA
Atlanta, GEORGIA
Kapolei, HAWAII
Henderson, NEVADA
Fort Worth, TEXAS
Katy, TEXAS

#### Corporate Office

#### **Boral Roofing**

200 Mansell Court East, Suite 310 Roswell, GA 30076

#### Western Office

#### **Boral Roofing**

7575 Irvine Center Drive, Ste. #100 Irvine, CA 92618

#### Customer Service

1.800.669.TILE (8453)

#### Website



Download a QR Code reader app for your smart phone, then take a photo to visit our website **BoralRoof.com** 













