



LIMITED LIFETIME, TRANSFERABLE WARRANTY

ENTEGR A SALES, INC. ("Entegra"), hereby warrants that the concrete roof tiles manufactured by Entegra will pass applicable flexural strength tests established by the Florida Building Code (FBC) in effect on the date the tiles were manufactured.

1. **Length:**
 - a. The Warranty shall begin on the date the tiles were installed.
 - b. The Warranty shall end when the roofing system which the tiles were first installed fails or two (2) years from the original installation date if the warranty has not been properly registered with Entegra as defined below.
2. **Items Covered:**
 - a. Free replacement of tiles which do not meet the FBC test.
 - b. Does not include labor for the installation of defective tiles, costs of shipping and handling, or any other incidental charges or expenses.
 - c. Limited solely to the replacement of defective tiles as set out above.
3. **Items Not Covered:**
 - a. Any change in color or shade of tile, regardless of degree or any efflorescence.
 - b. Defects or failure of any component materials other than roof tiles, including, but not limited to, any and all metal and/or copper components, nails, paper materials, liquid asphalt, eave closures, tin tags, masonry cement, and/or any and all other components of the roof or structure.
 - c. Damage to the tile or roof caused by roof traffic or object falling onto the roof.
 - d. Damage which is the result of negligence, abuse, lack of or improper maintenance, or misuse.
 - e. Damage or defects which are the result of improper installation.
 - f. Damage or defects which are the result of accident, fire, flood or acts of God.
 - g. Any unreasonable or unauthorized use or alteration.
4. **Registration and Notification Requirements:**
 - a. THIS WARRANTY WILL ONLY BE HONORED IF THE WARRANTY REGISTRATION HAS BEEN COMPLETED AND SENT TO ENTEGR A WITHIN 90 DAYS OF INSTALLATION.
 - b. ENTEGR A IS NOTIFIED WITHIN 30 DAYS OF WHEN THE FACTS OF THE CLAIM BECOME KNOWN.
5. **Limitation of Implied Warranties:**

THE WARRANTY DESCRIBED IN THIS LIMITED LIFETIME TRANSFERABLE WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT IMPLIED WARRANTIES MAY BE PROVIDED BY LAW, WHICH MAY NOT BE WAIVED, THOSE WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE LIMITED LIFETIME TRANSFERABLE WARRANTY CONVEYED HEREIN. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY.
6. **Remedies Available:**

ENTEGR A WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY GENERAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS RESULTING FROM ANY BREACH OF WARRANTY OR THE REPLACEMENT OF DEFECTIVE ROOF TILES (AS DEFINED ABOVE), OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY SUCH DEFECTS, AS ENTEGR A IN ITS SOLE DISCRETION MAY ELECT. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.
7. **Claim Procedure:**

To file a claim under this Limited Lifetime Transferable Warranty, please send to the address below the following information: name and address of owner; proof of date when the tile was installed; and a description of claimed defect. Any such notice must be served, in writing, upon Entegra within the effective dates of this warranty period. Written notification must be delivered by certified mail, return receipt requested, to: Entegra Sales, Inc., Attn: Warranty Department, 1289 NE 9th Avenue, Okeechobee, FL 34972
8. **Merger Clause:**

Sales Representatives may have made oral statements about the merchandise or services described in this contract. Such statements do not constitute warranties, shall not be relied upon by the buyer, and are not a part of the contract for sale. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement as to warranties supplied, and it is a complete and exclusive statement of the terms of that agreement.
9. **Applicable Law and Venue:**

This Limited Lifetime Transferable Warranty shall be governed and construed in accordance with the laws of the State of Florida. The parties hereby agree that venue shall lay with the appropriate court in and for Martin County, Florida.
10. **Attorney's Fees:**

Should any party hereto commence any action or proceeding for the purpose of enforcing or preventing the breach of any provision hereof, whether by judicial or quasi-judicial action or otherwise, or any appeal there from, or for any damages for any alleged breach of my provision hereof or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.
11. **Payment for Work Performed:**

If Entegra is not paid in full for all of the work performed on which the warranty claim is made, then this warranty is null and void.



Warranty Registration

Fill in completely and mail to:

Entegra Sales, Inc.
ATTN: Warranty Department
1289 NE 9th Avenue
Okeechobee, FL 34972

The Warranty is not applicable until Registration information is received by Entegra Sales, Inc. and is in compliance with the conditions of the Warranty.

I/We have read the entire warranty and understand its provisions and limitations:

Please Print:

Company/Location: _____

Address _____ City _____ State _____ Zip _____

Roofing Contractor: _____ Date of Installation: _____

Address: _____ City _____ State _____ Zip _____

Note : This warranty will only be honored if the following conditions are met :

- *The Warranty Registration has been completed and sent to **Entegra** within 90 days of installation.*
- *If the Warranty Registration has not been properly registered, the warranty will be limited to two (2) years from the original installation date.*
- *Notify **Entegra** within 30 days of when the facts of the claim became known ; and*
- *Allow **Entegra** time to investigate and approve the claim.*