

# VEREA LIFETIME LIMITED WARRANTY

**VEREA**, subject to the conditions and limitations set forth herein, warrants its clay roof tiles to be free from manufacturing defects for as long as the original end user of the roof tile continues to own the property where said tile are installed.

If any VEREA tile proves to be defective during the warranty period, VEREA will provide replacement tile for the portion of the roof found to be defective or refund the original purchase price for the defective tiles, at VEREA's option.

This warranty does not cover, and VEREA will not be responsible for any labor costs, tear-off costs, disposal costs, equipment costs, or other costs incurred in removing defective tile or installing replacement tile.

If VEREA replaces any defective tile, the warranty period for the replacement tile will be the remaining warranty period for the original, replaced tile.

Due to the natural character of the raw materials, solid colors can vary in tone within the same pallet or between different pallets. VEREA recommends mixing tiles from different pallets to achieve greater uniformity in the roof.

Tiles will not be considered defective with respect to color, shade or hue so long as the color, shade or hue at the time of sale does not vary unreasonably from the tile sample. If the face of any tile (other than textured tile) does not have a smooth, even surface, the tile will not be deemed to be defective unless the facial imperfection is clearly visible from a distance of more than 40 feet.

The cover of this warranty will extend only to the original legal owner of the property or, if the original owner is a developer, coverage will extend to the first buyer of the building. In either case, warranty coverage will apply only if VEREA warranty registration certificate has been properly completed and forwarded to VEREA within 30 days following installation of the tile.

To obtain performance under this warranty, the customer shall notify VEREA in writing of any claimed manufacturing defect promptly following its discovery, and shall submit with such notification proof of date of purchase and tile installation, in order to provide VEREA an opportunity to investigate the claim and examine the material claimed to be defective. All notifications shall be provided to: CERAMICA VEREA USA 7275 NW 61 STREET, MIAMI FL 33166. VEREA shall then promptly investigate the claim. Within a reasonable time after the approval of the warranty claim, VEREA will perform its obligations under this warranty.

## LIMITATIONS

This warranty does not cover any failure, defect or damage (including but not limited to crumbling, chipping, cracking, breakup, or change in color) caused by or related to: materials used as a roofing base over which the tiles are installed, or movement, distortion, cracking, or settling of walls or the foundation of the building; misuse, abuse, neglect, or improper handling or storage; improper installation or installation not in strict accordance with building codes, trade practices, or VEREA's written instructions; damage caused by the application of clay tile in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation, common to high altitude geography) unless otherwise expressly pre-approved in writing by VEREA; impact of foreign objects, fire, earthquake, flood, lightning, hurricane, hail, tornado, or other violent storm or casualty, or acts of God; exposure to harmful chemicals; any other cause not involving inherent manufacturing defects in the tiles. This warranty only covers tile sold by authorized distributors.

VEREA will not have any liability under this warranty for changes in color, shade or hue caused by stains or contamination from outside sources such as, but not limited to, algae, mildew, fungus, moss, lichens, or other vegetation, or due to weathering, oxidation, or air pollutants. This warranty does not apply to tile which has been painted, varnished or similarly coated over the original finish.

VEREA reserves the right to discontinue or modify any of its products, including the color thereof, without notice to the customer and shall not be liable to the customer as a result of such discontinuance or modification, nor shall VEREA be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product as a result of normal weathering. If VEREA replaces any material under this warranty, it may substitute products designated by VEREA to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

## OTHER CONDITIONS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF VEREA. IN NO EVENT SHALL VEREA BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. NO EMPLOYEE OR REPRESENTATIVE OF VEREA OR ANY DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY, FROM STATE TO STATE AND/OR COUNTRY TO COUNTRY. SOME STATES AND/OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

