

# IRONSTONE

Ironstone Strong, Ltd. ("Ironstone"), subject to the conditions and limitations set forth herein, warrants its roof tile panels ("Tile") to be free from manufacturing defects during the 75-year period following sale of the Tile to the original purchaser. This warranty is made only to the original purchaser and any subsequent owner of the property where the Tile was initially installed. This warranty will not apply to any Tile that has been removed from the building on which it was originally installed.

## WHAT IRONSTONE WILL DO

If any Tile proves to be defective during the warranty period, Ironstone will replace the defective Tile or refund the original purchase price for the defective Tile, at Ironstone's option. The "original purchase price" of the Tile for purposes of this warranty is the actual price paid to Ironstone by the distributor, contractor, or other customer who contracted for the Tile directly with Ironstone. This warranty does not cover, and Ironstone will not be responsible for, any costs incurred in removing defective Tile or installing replacement Tile. If Ironstone replaces any defective Tile, the warranty period for the replacement Tile will be the remaining warranty period for the original, replaced tile. For example, if Ironstone replaces defective Tile 25 years after the sale of the Tile to the original purchaser, the warranty period for the replacement Tile will be 50 years. Tile will not be considered defective with respect to color, shade or hue so long as the color, shade or hue at the time of claim does not vary by more than two Hunter E units from the original tile sample.

## LIMITATIONS

Ironstone shall not be liable for, and this warranty does not apply to, any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup, or change in color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage; improper installation or installation not in strict adherence with building codes, trade practices, or Ironstone's written instructions; damage caused by the application of 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 Ironstone; impact of foreign objects, fire, earthquake, flood, lightning, hurricane, hail, tornado, or other violent storm or casualty, or other acts of God; defects in, failure of, or damage caused by materials used as a roofing base over which the Tile is installed, or by movement, distortion, cracking, or settling of walls or the foundation of the building; exposure to harmful chemicals; or any other cause not involving inherent manufacturing defects in the Tile supplied by Ironstone. Ironstone will not have any liability under this warranty for changes in color, shade or hue caused by stains or contamination of any sort arising from outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens, or other vegetation). This warranty does not apply to Tile which has been painted, varnished, or similarly coated over the manufacturer's original finish. This warranty does not apply to flashings, metals, nails, hangers, screws, or other fasteners, or cracks caused by such fasteners, used in connection with the Tile (whether or not supplied by Ironstone.) Ironstone 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 Ironstone be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product. If Ironstone replaces any material under this warranty, it may substitute products designated by Ironstone to be of comparable quality if the product initially installed has been discontinued or modified. This warranty will be governed by the laws of the State of Texas, without regard to its conflict of laws and principles. Any legal action or proceeding arising out of this warranty must be brought and maintained exclusively in a state or federal court located in the State of Texas.



## WHAT THE CUSTOMER MUST DO

To obtain performance under this warranty, the customer must complete, print and mail this form to the Ironstone address below. The customer shall notify Ironstone in writing of any claimed manufacturing defect within thirty (30) days following its discovery, and shall submit with such notification proof of date of purchase and Tile installation, in order to provide Ironstone an opportunity to investigate the claim and examine the material claimed to be defective.



## Limited Warranty

\_\_\_\_\_  
INSTALLATION ADDRESS

\_\_\_\_\_  
CONTRACT INSTALLER

\_\_\_\_\_  
DATE OF INSTALLATION

All warranty claims must be made during the warranty period and shall be provided to:  
**Ironstone Strong, Ltd., 1250 NE Loop 410, Suite 800, San Antonio, Texas 78209, Attn: Warranty Claims.**  
Ironstone shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Ironstone will perform its obligations under this warranty. Any warranty claim not made within thirty (30) days after the defect is or should have been discovered will be barred. This warranty supersedes any warranty or guarantee previously made by Ironstone.