

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. Ironstone battens and tile liner ("Components") are herein warranted to be free from manufacturing defects during the initial 50-year period following the sale of the Components to the original purchaser. This warranty is made only to the original purchaser and any subsequent owner of the property where the Tile and Components were initially installed. This warranty will not apply to any Tile or Components that have been removed from the building on which it was originally installed.

WHAT IRONSTONE WILL DO

If any Tile or Component proves to be defective during the warranty period, Ironstone will replace the defective Tile or Component or refund the original purchase price for the defective Tile or Component, at Ironstone's option. The "original purchase price" of the Tile or Component for purposes of this warranty is the actual price paid to Ironstone by the distributor, contractor, or other customer who contracted for the Tile or Component directly with Ironstone. This warranty does not cover, and Ironstone will not be responsible for, any costs incurred in removing defective Tile or Component or installing replacement Tile or Component. If Ironstone replaces any defective Tile or Component, the warranty period for the replacement Tile or Component will be the remaining warranty period for the original, replaced Tile or Component. 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. A Tile or Component 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. Corrosion or oxidation on Components is normal and levels may vary depending on environmental conditions. Components will not be considered defective unless they actually failed.

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 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 and Components are 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 and Components 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 applies to the Tile and Components and does not apply to flashings, metals, nails, screws, or other fasteners, or cracks caused by such fasteners, used in connection with the Tile and Components (whether or not supplied by Ironstone.) Ironstone shall not be liable for any incidental or consequential or other damages of any kind. 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 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 and Components installation, in order to provide Ironstone an opportunity to investigate the claim and examine the material claimed to be defective. 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.



Limited Warranty

CONTRACT INSTALLER

INSTALLATION ADDRESS

APRIL 2023

DATE OF INSTALLATION

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF IRONSTONE. IN NO EVENT SHALL IRONSTONE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO EMPLOYEE OR REPRESENTATIVE OF IRONSTONE OR ANY DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF 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.