



PREMIUM SERVICE PROGRAM LIMITED WARRANTY

Ludowici, subject to the terms, conditions and limitations set forth herein, warrants to the purchaser of its Premium Service Program: (1) Ludowici's standard grade clay tile ("Clay Tile") to be free from manufacturing defects during the 75-year period following sale of the tile to the original purchaser; (2) the RoofTopGuard II Premium Underlayment ("Underlayment") installed on your roofing system to be weather-tight during the 20-year period following the certified completion date of the roofing system; and (3) the installation of said Clay Tile and Underlayment (the "Roofing and Underlayment System") to be free from defects in workmanship during the 20-year period following the certified completion date of the Roofing and Underlayment System. This warranty is made only to the original purchaser and any subsequent owner of the property where the Roofing and Underlayment System was initially installed. This warranty will not apply to any tile or underlayment that has been removed from the building on which it was originally installed. This warranty does not apply to the purchase or installation of any clay tile or underlayment for which the purchaser is not eligible for the Premium Service Program, has not purchased the Program, and, has not made full payment for the Premium Service Program as acknowledged in writing by Ludowici.

WHAT LUDOWICI WILL DO

Clay Tile

If any Clay Tile proves to be defective during the warranty period, Ludowici will replace the defective tile or refund the original purchase price for the defective tile, at Ludowici's option, during the applicable warranty period stated above. The "original purchase price" of the tile for purposes of this warranty is the wholesale price paid to Ludowici by the distributor, contractor, or other customer who contracted for the tile directly with Ludowici.

If Ludowici 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 Ludowici replaces defective Clay Tile 15 years after the sale of the tile to the original purchaser, the warranty period for the replacement tile will be 60 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. 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.

Underlayment

If the Underlayment installed on your roofing system allows intrusion of water from the exterior of the roofing system into the building envelope due solely to manufacturing defects when exposed to ordinary weather conditions and ordinary wear and usage, Ludowici will replace the defective underlayment or refund the original purchase price for the defective underlayment, at Ludowici's option, during the applicable warranty term stated above. This warranty does not apply if the Underlayment has been installed and left uncovered and without roof cladding for more than six months or, if any part of the Underlayment is exposed to UV after roof cladding installation. This warranty does not cover leaks or damage caused by unusually severe rainy weather conditions and water ingress due to unusually severe natural weather conditions prior to the installation of the roof cladding.

Installation of Roofing and Underlayment System

Under the Premium Service Program, Ludowici will provide a minimum of three Ludowici-approved and designated factory-trained, experienced clay tile roofing contractors to provide consultation, installation and inspection services regarding your Roofing and Underlayment System. If the Roofing and Underlayment System allows intrusion of water from the exterior of the roofing system into the building envelope when exposed to ordinary weather conditions

and ordinary wear and usage, due solely to manufacturing defects or defects in workmanship attributable to the installation services provided under the Premium Service Program, Ludowici will provide additional approved and factory-trained, experienced clay tile roofing contractors to remedy the defects in the Roofing and Underlayment System, during the applicable warranty term stated above.

As a condition of this warranty, you agree to permit Ludowici-approved installation contractor(s) to install, inspect and otherwise be present at all times during the installation of your Roofing and Underlayment System. Ludowici shall have no obligation for, and this warranty shall not apply to, the installation of a Roofing and Underlayment System by any person or entity not approved by Ludowici, or undertaken during times when an approved installation contractor was not present. You shall permit Ludowici, by and through its approved installation contractors, to perform any required interim job inspections and all warranty work undertaken pursuant to the terms of this warranty.

CONDITIONS AND LIMITATIONS

This warranty is not effective, and Ludowici shall have no obligations hereunder, unless the original purchaser: (1) requests and obtains prior written approval from Ludowici, at the time the Program is purchased, confirming that the purchaser's Roofing and Underlayment System is eligible for coverage under the terms of this warranty; and (2) requests and obtains written approval from Ludowici, upon completion of the installation of the Roofing and Underlayment System, confirming that the purchaser's Roofing and Underlayment System is authorized for coverage under the terms of this warranty.

This warranty shall not apply to roofing having a slope of less than 2 ½ in 12 [2.5 degrees].

Ludowici shall have the sole and exclusive obligation to perform all warranty work described herein, and any unauthorized repairs, modifications or other work undertaken with respect to your defective Roofing and Underlayment System will VOID THIS WARRANTY.

Ludowici 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 Ludowici'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 Ludowici; impact of foreign objects; fire; natural forces such as 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 or workmanship defects in the products supplied and installed by Ludowici or its approved installation contractors, or any other cause beyond the control of Ludowici. Ludowici 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 nails, screws or other fasteners used in connection with the Roofing and Underlayment System (whether or not supplied by Ludowici), or to any cracking, leakage or other problems caused by any fasteners (whether or not supplied by Ludowici). This warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, accidents, abusive conditions, inadequate or faulty structural design, structural defects, building alterations or cracks in the structural base exceeding 1/16 inch in width at any point.

Ludowici reserves the right to discontinue or modify any of its tile products or the underlayment it offers, 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 Ludowici be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product. If Ludowici replaces any material under this warranty, it may substitute products designated by Ludowici 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 Ohio, without regard to its conflict of laws 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 Ohio.

In consideration of this warranty, you authorize Ludowici and its agents or contractors to photograph the project where the Roofing and Underlayment System is, or will be, installed and to enter the project location for that purpose. Ludowici may use all photographs of the project (whether taken by Ludowici, the project owner or any other party) for promotional, training and other lawful purposes. In connection with its use of the photographs, Ludowici will use reasonable efforts to prevent disclosure of the project owner's identity or the specific location of the project.

WHAT THE CUSTOMER MUST DO

In order for this warranty to be effective, the original purchaser must: (1) request and obtain Ludowici's prior written approval, at the time the Program is purchased, of the Roofing and Underlayment System's eligibility for coverage under the terms of this warranty; and (2) request and obtain Ludowici's written approval, upon completion of the installation of the Roofing and Underlayment System, of the Roofing and Underlayment System's authorization for coverage under the terms of this warranty.

To obtain performance under this warranty, the customer shall notify Ludowici in writing of any claimed manufacturing or installation defect with respect to the Roofing and Underlayment System within thirty days following its discovery and shall submit with such notification proof of date of purchase and tile installation, in order to provide Ludowici an opportunity to investigate the claim and examine the materials and/or workmanship claimed to be defective.

All warranty claims must be made during the warranty period and shall be submitted to: Ludowici Roof Tile, Inc., 4757 Tile Plant Road, P.O. Box 69, New Lexington, Ohio 43764, Attn: Warranty Claims. Ludowici shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Ludowici will perform its obligations under this warranty. Any warranty claim not made within thirty days after the defect is or should have been discovered, or within the warranty period applicable to the Clay Tile, Underlayment, or installation of the Roofing and Underlayment System, will be barred, and Ludowici shall have no obligation hereunder.

This warranty supersedes any warranty or guarantee previously made by Ludowici.

OTHER CONDITIONS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF LUDOWICI. IN NO EVENT SHALL LUDOWICI 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 LUDOWICI 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.

Ludowici Roof Tile, Inc.
4757 Tile Plant Road
P.O. Box 69
New Lexington, OH 43764

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