



WARRANTY

Limited 50 Year Warranty

This Limited Warranty issued BuildDirect (hereinafter "the Company") covers the original purchaser (consumer, owner) from: (1) Production defects that would affect the normal use and performance of the tiles with a limited warranty of 50 years, (2) Up-lift of tiles in wind velocity up to 120 miles per hour) and (3) Hail-damage originated by hail storms that would cause cracks or splits of a tile's steel substrate, or penetration of hail-stones through the tiles.

LIMITATION OF LIABILITY: the Company shall either repair or replace the tiles containing manufacturing, workmanship, or raw material defects that affect their performance as described herein. The Company's liability will be limited to a total expenditure not exceeding the reasonable cost of replacing the particular defective tile during the first twenty (20) years after installation and declining annually on a pro-rated basis, for material only, during the remaining thirty (30) years. Defective tiles will be replaced with the same model and color. However different lots produced at different times may show color variations and the Company may change or discontinue the design of a particular product or tile profile. In any event the Company reserves the right to repair or replace the defective tile with a similar product or tile profile and color.

Transferability: The Limited Warranty is transferable during the fifty (50) year coverage after the product is installed. The transfer information must be completed and sent to the Company within 30 days from the change of property ownership.

Along with this information a copy of the original purchase must be included. The transfer information can be sent either by mail or e-mail to the Company address.

WARRANTY CONDITIONS:

1. Any defect or damage claim must be sent in writing by mail or e-mail to the Company address. The claim must contain the name and address of the owner and describe the damage or defect in detail.

2. This Limited Warranty does not cover: (1) damage to the tiles caused by improper handling, misuse or neglect; (2) damage or defects caused by movement or subsidence in the sub-structure where the roof is installed; (3) excessive foot traffic not in accordance with the manufacturer's instructions; (4) damage or defects Resulting from the failure to follow instructions in the Installation Manual provided by the Company; and (5) damage or defects caused by the application of paint, cleaning solutions, coatings or any modifications not authorized by the Company. A separate warranty issued by the installer or contractor may be available covering the installation.

3. This Limited Warranty issued by the Company is the only warranty valid for Achilles® tiles. Installers, dealers and contractors are not authorized to change or extend in any way the terms contained in this Limited Warranty.

4. The Company is not responsible for any consequential, incidental, indirect or special damage or loss of any kind whatsoever (including but not limited to damage caused by leaks or spills) unless specifically required by law.

5. There shall be no implied warranties of merchantability or fitness for any particular purpose beyond the terms of this Limited Warranty.

6. Achilles roofing tiles that have been modified or altered in design or function after production and out of the factory are not covered by this Limited Warranty, unless the Company's Installation Manual requires a modification.

7. Achilles roofing tile replacement under the terms of this Limited Warranty shall not extend the terms of this Limited Warranty, except when required by law.

8. This Limited Warranty gives the original purchaser (Owner) specific legal rights, and may also result in other rights under federal or state law.

9. In the event that a provision of this Limited Warranty is determined to be invalid by a court of competent jurisdiction, the remaining provisions remain valid without being impaired or invalidated in any way.