

# 50-Year Limited Warranty

This is a manufacturer's warranty, which Brava Tile extends to all original property owners of Brava Tile roofing shingles regardless of where the owner purchased the roofing.

## Limited Warranty

Brava Tile warrants to the original property owner for a period of 50 years after installation that its roofing products have been manufactured free from defects that materially affect performance when subjected to normal and proper use.

# Transferability

This warranty is transferrable by the original owner. To be a valid transfer: 1) the original owner and subsequent buyer shall fill out and mail the Warranty Transfer (attached); and 2) shall pay a \$100.00 transfer fee. The warranty is not transferable a second time. Remedy

Brava Tile assumes the obligation, in its sole discretion, to either: A) provide replacement products and installation costs to repair the affected portions of the roof, or B) refund the original purchase price of Brava's products, excluding freight and other related costs. In the event Brava selects Option A, installation costs shall include labor, flashing, metal work, underlayment, shingle disposal, and other related costs, provided however, that Brava's obligation to pay said installation costs shall not exceed the prevailing local rates, or \$375 per roofing square, whichever is lower. Furthermore, Brava reserves the right to approve the selection of any contractor enlisted by the Owner to perform the repair work. Notwithstanding the foregoing, one hundred and twenty (120) months from the date of application of the products that are the basis of a warranty claim, Brava's sole responsibility shall be the issuance of a refund, which amount shall be a percentage of the original purchase price of the products, which percentage shall be determined by dividing the number of months remaining in the warranty period by 600. Brava's refund after 120 months from the date of installation specifically excludes installation costs and other related costs. Any claim and/or replacement of Brava products will not extend the warranty period set forth above.

# **Limitations**

This warranty does not apply to, and Brava Tile shall not be liable for:

- 1. Damage to the roofing product due to causes beyond normal service and use, including, but not limited to:
  - a. Wind velocities greater than 80 or 110 mph depending on installation method. (High wind applications are available in excess of 110 mph, but will require a high wind specification warranty.)
  - b. Impact of foreign objects, hail in greater diameter than 1 ½" as determined by the National Weather Bureau, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God.
  - c. Improper storage or misuse of the roofing product.
- 2. Damage to the roofing product caused by alterations made after completion of the application, including, but not limited to, structural changes, equipment installation, painting or the application of cleaning solutions, coatings, or other modifications.
- 3. Improper application or application not in strict adherence to Brava Tile's written application instructions.
- 4. By any failure of materials used as a base or sheathing over which the roof is applied.
- 5. Damage to the roofing product caused by movement, distortion, cracking or settling of the roof deck caused by the settlement of the building.
- 6. Variations in the color of the roofing product which may occur from natural weathering or air pollution.
- 7. Discoloration caused by algae, fungi, lichen or cyan bacteria.
- 8. Damage from foot traffic or tree branches falling on the roof.
- 9. Inadequate attic ventilation or roof drainage.
- 10. Any cost the owner incurs not authorized in advance by Brava Tile.
- 11. Any other defects or causes beyond Brava Tile's control.

This warranty contains all the provisions of your remedies and replaces all other oral or written warranties, liabilities or obligations of Brava Tile's expressed or implied. There are no other warranties that extend beyond the description on the face hereof and Brava Tile makes

#### NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OR FITNESS FOR PARTICULAR PURPOSE, AND NO WARRANTY SHALL ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

BRAVA TILE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, COLLATERAL OR INDIRECT DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, AND CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING LOSS OF BUSINESS OR PROFITS AND INABILITY OF OWNER OR ANY OTHER PERSON TO USE THE ROOFING OR REINSTALLATION LABOR COSTS. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OF BRAVA TILE IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY. BRAVA TILE LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIMS AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.

#### **Replacement variations**

Brava Tile reserves the right to discontinue or modify any of its roofing products, including the color thereof without notice to the owner and shall not be liable to the owner as a result of any such discontinuation or modification. In addition, Brava Tile shall not be liable in the event the replacement roofing product may vary in color in comparison to the original roofing product as a result of normal weathering or variations in color within a single batch or between batches (including between materials manufactured at different times.) If Brava Tile replaces any roofing product under this warranty, it may substitute roofing product designed by Brava Tile to be of comparable quality or price range in the event the original roofing product purchased is no longer available.

## Terms and Conditions

Brava Tile's liability to the owner of the shingles shall also be subjected to the following terms and conditions; a) shingles have been installed strictly in accordance with all applications instructions as per Brava Tile's written application instructions; b) the registration certificate must be completed, signed by the installing contractor and returned to Brava Tile within thirty (30) days after the completion of the installation; c) claims under warranty will be honored if submitted by registered or certified mail to Brava Tile, 2000 James St., Ste. 111, Coralville, IA 52241 within thirty (30) days following the discovery of any defect covered by this warranty, with specific details in writing, and provided Brava Tile or its agent are permitted a commercially reasonable opportunity to examine and analyze the material claimed to be defective. Brava Tile may require the owner to submit, at the owner's expense, a photograph or a sample of the defective material for analysis; d) an authorized representative of Brava Tile shall approve of such claim in writing.

THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, GIVES THE OWNER SPECIFIC LEGAL RIGHTS AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### REGISTRATION OF WARRANTY TRANSFER (for use by subsequent purchaser): ALL INFORMATION MUST BE COMPLETED LEGIBLY TO PROCESS WARRANTY.

- Within 30 days of real estate transfer date, mail to Brava Tile, Attn: Warranty Transfer, 2000 James St., Ste. 111, Coralville, IA 52241
- Include one hundred dollars (\$100.00) warranty transfer fee. Send check or money order only, payable to Brava Tile.

Original owner	Real Estate Transfer Date					
(Please prin	it legibly)					
Address	2 <sup>nd</sup> Owner's Name					
City S	itateZip	Ног	Home Phone Work phone			
Signature of Original Owner _		Date_	Signature of 2 <sup>nd</sup> Owner _		Date	
Cut on dotted line			Detach of dotted line			
			<ul> <li>All information must be comple</li> <li>2000 James St., Ste. 111, Coralvil</li> </ul>		ocess warranty. Mail	
Original owner			Name of Contractor			
(Please prin	it legibly)		(Please print legibly)			
Address			Address			
City	State	Zip	City	State	Zip	
Signature of Owner		Date	Signature of Contractor _		Date	
Type of Product (Slate/Spanish/S		led	Place of Purchase	City	StateZip	
Color:						