



## **75 Year Clay Roof Tile Warranty**

*GLADDING, MCBEAN, subject to the conditions and limitations herein, warrants to the homeowner / consumer that the clay roofing identified below are free from actual manufacturing defects which could cause the roof to leak, and will remain serviceable for the length of time specified*

*GLADDING, MCBEAN, at it's election, will repair or replace, free of charge, any tiles proved to have manufacturer's defects during the first year after completion of the application exclusive of said tiles up to a maximum liability which shall be equal to the initial cost of the defective clay tiles and the cost of their initial application, exclusive of costs of flashings and metalwork (and repairs) required by defects therein.*

*Should any tiles have manufacturers defects subsequent to the first year following the completion of tile application GLADDING, MCBEAN's maximum contribution toward the cost of repairing or replacing said defective tiles shall be calculated in accordance with the following schedule, GLADDING, MCBEAN shall pay such lesser amount.*

### ***LIMITATIONS***

*1. GLADDING, MCBEAN shall have no liability under this warranty for: a.) Defects or failure caused by installation of tiles not in strict adherence with the instructions of GLADDING, MCBEAN: b.) Any damage to the tiles caused by lightning, winds greater than 54 miles per hour, hurricane, tornado, hail storm, earthquake, fire, explosion, flood, solid objects falling off the roof, or any causes, except for ordinary wear and tear by the elements, not in control of GLADDING, MCBEAN: c.) Defects or failure of or damages caused by materials used as a roofing base over which the tiles are applied, damage to the roof caused by settlement, distortion, failure or cracking of roof deck, walls, foundation of a building or by traffic on the roof. d.) Damage caused by alteration after completion of the application of the tiles, whether such alteration be by structural additions, changes or replacements, or by equipment installation (including but not limited to, aerials, signs, water towers, fan housings, air conditioning equipment, and television antennas): e.) Damage to the roof due to any cause other than inherent manufacturing defects in the tiles: f.) Any variation in color or shading which may occur due to dust, dirt and sun exposure: g.) Ventilation requirements must meet current U.B.C. Codes on all types of roofs.*

*2. GLADDING, MCBEAN reserves the right to discontinue or modify any of it's products, including the color of said tiles, without notice to the homeowner / consumer and shall not be liable to the homeowner / consumer as result of such discontinuance or modification.*

*3. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty, which is effective on tiles applied from January 1, 1994, is transferable.*

*4. This limited warranty is expressly in lieu of any other guarantees and/ or warranties, oral or written, expressed or implied (such as made by dealers, contractors, distributors or applicators for the tiles),*

except that the duration of any implied warranties of merchantability and fitness for a particular purpose that the homeowner / consumer may have are limited to the duration of the written warranty unless a shorter period is permitted by law. In no event shall Gladding, McBean Roofing Products be liable consequential or incidental damages of any kind, including any damage to the building, its contents or any persons therein. Some states do not allow limitations on how long the implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so that the above limitations or exclusions may not apply to you.

### **CLAIM PROCEDURE**

To obtain performance under the warranty the building or residence owner /consumer should notify Gladding, McBean in writing of any defect promptly following its discovery and shall submit with such notice of proof date of purchase and application in order to provide Gladding an opportunity to investigate the claim and examine the material claimed to be defective. Any claim defect for which notice is not received by Gladding, McBean within the applicable warranty period is not covered by this warranty. Notification shall be provided to Gladding, McBean Clay Roofing Products. Gladding, McBean shall then promptly inspect the claim defect and if such examination does disclose a defect covered by this warranty, shall, within a reasonable time after inspection, either repair or replace the defective tiles (if proven to be during the first year after completion of their application), or make the appropriate contribution towards toward repair or replacement in accordance with the preceding paragraphs. Failure to return the attached registration certificate shall not void the warranty terms.

### **CALCULATION OF LIABILITIES SCHEDULE**

For example, tiles warrantied for 75 years (900 months) should be proven should be proven to be suffering from actual manufacturing defects after more than 1 year following application, GLADDING, MCBEAN's total maximum contribution would be calculated by multiplying the number of square tiles proven defective by maximum liability per square for the applicable type of tile, by then decreasing the resulting amount or 1/900 for each month of service measured from the date of the installation of the tiles to the date when proven defective. GLADDING, MCBEAN's total liability shall in no event exceed the maximum liability as calculated in accordance with the schedule.

### **SPECIAL CONDITIONS**

1. The cost of roof tear off is not covered by this warranty.
2. Application of GLADDING, MCBEAN's clay roofing products on "Geo-Detic" dome construction is not warranted nor approved under any circumstances.
3. Winter application of tiles should be fastened against blow-offs according to GLADDING, MCBEAN's Clay Roof Tile Specification and Suggested Installation Detail.

### **LIMITED WIND WARRANTY**

GLADDING, MCBEAN warrants that its tiles will resist wind blow-off due to wind velocities, including "gusts" up to a maximum of fifty-four (54) M.P.H. (Beaufort scale #9) during the first (1) year following the application of the tiles, when applied according to GLADDING, MCBEAN's Clay Roof Tile Specifications and Suggested Installation details. If any such blow-off damage occurs during the first (1) year of service from the completion date of application of the tiles, GLADDING, MCBEAN will furnish replacement tiles without charge for those tiles damaged. Our Transferrable Limited Wind Warranty does not cover the labor costs for removal of damaged shingles nor application of replacement shingles. Any costs in excess of GLADDING, MCBEAN's contribution shall be the owners responsibility through their homeowner's insurance etc.

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**AFTER JOB COMPLETION DETACH AND MAIL TO OFFICE LISTED**

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*Owners Name*

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*Gladding, McBean Product applied*

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*Address*

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*Completion Date*

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*# of Squares*

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*City*

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*State*

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*Zip*

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*Roofer- Contractor- Name*

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*Gladding McBean Authorized Signature*

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*Name, Title & Date*



**GLADDING, McBEAN**

*a division of PABCO building products llc.*

**601 7<sup>TH</sup> STREET**

**LINCOLN, CA 95648**

