

LIFETIME / 50 YEAR LIMITED WARRANTY

For USA Only

For Internal Use Only



ROSS ROOF GROUP USA INC. (the "Company") hereby warrants to the owner where the Company's roofing products ("Product(s)") are installed that such Product(s) will i) be free from manufacturing defects in workmanship and materials that would adversely affect the performance of the Product(s); ii) be resistant to blow-offs in wind velocities of up to 120 miles per hour; iii) not be penetrated (specifically the substrate) by hail stones less than two and one-half inches in diameter such that the Product(s) are no longer weatherproof; and iv) with respect to the appearance of the surface coating of the Products, not materially deteriorate beyond normal weathering (defined as minor granule loss or minor fading) and aging such that the deterioration would adversely affect performance ("Warranty").

REGISTRATION: This Warranty is valid only if registration is submitted, using the Warranty registration card attached hereto.

LIMITATION OF LIABILITY: For Products actually containing defects in material or manufacturing workmanship which adversely affect performance, the Company shall, at its sole discretion, either repair or replace the defective Products. During the first 20 years after installation, the Company's obligation under this Warranty shall be limited to repair or replacement of the Product(s), at the sole option of the Company, provided the Company's liability shall be limited to a total expenditure not to exceed the original cost of the particular defective Product(s). For years 21 – 50 of the Warranty period, the Company will furnish replacement Product(s) for each defective Product(s) but not be liable for labor costs associated with the replacement, provided the Company's liability shall be limited to a total expenditure not to exceed the original cost of the particular defective Product(s). The Company will attempt to replace defective Product(s) with the same color or design. However, color variations may exist between Products manufactured at different times and the Company may discontinue or change the design of a particular Product profile. In the event the exact Product(s) or color is/are no longer available, the Company reserves the right to replace the defective Products with Products of similar design and color.

TRANSFERABILITY: This Warranty automatically transfers to any subsequent owners of the structure for which the Product(s) are installed. The terms and conditions remain unchanged due to a transfer.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Any claim under this Warranty must be presented in writing to the Company within the Warranty period and within a reasonable period of time after a defect is discovered. The claim shall include a description of the claimed defect and the date the defect was discovered, a copy of the original contract for the job (including purchase price), a copy of this Warranty and the Products' date of installation, and the owner's name, address and phone number. In the case of a subsequent owner, proof of purchase of the dwelling shall also be provided. Claims under this Warranty shall be submitted to the below-provided address. Upon receipt of a claim, the Company will provide a notification of specific information and physical evidence required to process your claim.
2. ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE COMPANY, EXCEPT NECESSARY TEMPORARY EMERGENCY REPAIRS, WILL VOID THIS WARRANTY.

3. The Company shall not be liable for, and this Warranty does not apply to, any damages to the Products or any other property because of any reason other than the specific defects in materials or manufacturing workmanship defined in this Warranty. Causes/circumstances not covered in this Warranty include, but are not necessarily limited to: i) damage caused by improper installation, or the installer's failure to follow the Company's installation standards and instructions, or reasonable professional installation procedures; ii) products that have been damaged, modified, altered or changed in design or function after shipping from the Company's facility, or used or installed for a purpose other than roofing; iii) damage or change in appearance caused by any of the following: foot traffic or foreign objects, climate-specific conditions such as mold or mildew from moisture or humidity; iv) the application of cleaning fluids, coatings or chemicals not specifically approved and authorized by the Company; or v) the failure or movement of the structure on which the Products are installed.
4. This Warranty is the only warranty the Company makes with respect to the Products. Dealers, distributors, and installers of Products are not agents of the Company for any purpose whatsoever and are not authorized to extend or modify the terms of this Warranty in any manner. *The Company recommends that you ask your installer or contractor about warranties covering installation, as the Company does not in any way warrant or guarantee such services.*
5. THE REMEDIES DESCRIBED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED BY LEAKS). 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.
6. THERE SHALL BE NO WARRANTIES IMPLIED OR IMPOSED BY LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE TERM OF THIS WARRANTY OR BEYOND THE TERM PRESCRIBED BY THE LAWS OF THE STATE IN WHICH THE PRODUCTS ARE SOLD (IF THAT TERM IS SHORTER THAN THE TERM OF THIS WARRANTY). SOME STATES DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
7. No warranty shall apply to any Product(s) modified, altered or changed in design or function after it has left the factory, except when the alteration is required by the manufacturer's installation instructions.
8. The replacement of any Products by the Company shall not extend the term of this Warranty except as required by law.
9. This Warranty gives the original purchaser of Products specific legal rights; you may also have other rights under state or federal law.
10. If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

COMPANY ADDRESS FOR TRANSFER NOTICES AND FOR THE PRESENTATION OF WARRANTY CLAIMS:

P.O. Box 5125, Galt, CA 95632

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FIRST / LAST NAME _____ DATE INSTALLED _____

ADDRESS _____ PROFILE: | CF SHAKE | CRAFTSMAN SHAKE
| CF SHINGLE | ANTICA

ROOFING CONTRACTOR _____ COLOR: _____

Submit this warranty to warranty@tilcor.com

Last Revised 11.12.2019

