

50 Year Limited Warranty

Santafé Tile Corporation, a Florida corporation ("Santafé") warrants its Santafé "S", "Royal", "Mission" and Santafé "Flat" clay roof tiles to be free from manufacturing defects during the fifty (50) year period following the sale of the tile by Santafé, subject to the limitations set forth herein. Santafé does not warrant the quality of accessory materials or installation labor provided by other parties. "Santafé" warrants its Santafé Clay Pavers to be free from manufacturing defects during two (2) year period following the sale of the paver by Santafé, subject to the limitations set forth herein. Santafé does not warrant the quality of accessory materials or installation labor provided by other parties, nor has any responsibility in the specification of traffic or usage conditions of the pavers. Buyer hereby acknowledges that all pavers have normal wear and tear, according to the usage and installation condition. Before taking the products out of Santafé Tile premises or transportation vehicle, we urge Buyer to carefully inspect the products under normal environment conditions and to define whether the color, variation of tonalities or any other external appearance feature of the products are or are not acceptable to its purposes. In case of non-acceptance of the product by Buyer, he must give immediate notice of its complain or non-conformity statement in writing by fax, electronic mail or letter, through Santafé's Complaint Form, which must be acknowledged as received by Santa Fe within the next 48 hours. After elapsed two (2) working days since the date when Buyer took out the products from Santafé Tile premises or transportation vehicle, the goods shall be deemed accepted and all Buyers obligations become absolute and unconditional. Except in cases where Buyer has agreed to purchase Santafé's products on "AS IS WHERE IS" basis, if any Santafé tile proves to be defective within the term of this warranty, Santafé will provide replacement tile for the portion of the roof found to be defective or Santafé may, at its sole discretion, choose to refund the amount paid to Santafé for the defective products. A roof tile would be defective IF AND ONLY IF it fails to comply with the norm ASTM C1167-96 of the AMERICAN SOCIETY FOR TESTING AND MATERIALS, or any other Standard in force at the time of purchase from Santafé.

Products not meeting specified designs (customized designs) shall not be considered as defective, since it is Buyer's responsibility to ensure their fitness to specified designs. If Santafé chooses to furnish replacement products, the balance of the original warranty shall apply to the replacement material. Santafé will not be responsible for the cost of removing or disposing of defective product or installing replacement product. If Santafé tile is installed on a newly constructed building, the cover of this warranty will extend only to the original legal owner of the property or, if the original owner is a developer, coverage will extend to the first buyer of the building. If a Santafé tile sold by Santafé were installed on an existing building, warranty coverage will extend only to the legal owner at the time of tile installation. In either event, warranty coverage will apply only if the Santafé warranty registration certificate has been properly completed and forwarded to Santafé **within 90 days** following installation of the Santafé tile. To obtain performance under this warranty, the homeowner/consumer shall notify Santafé in writing of any manufacturing defect promptly following its discovery, and shall submit with such notification proof of date of purchase and tile installation, in order to provide Santafé an opportunity to investigate the claim and examine the material claimed to be defective. All notices shall be given in writing provided to Santafé Tile Corporation, 8825 NW 95th Street, Medley, Florida 33178. Attention: Complaints Committee. Santafé shall then promptly inspect the claimed defect before the furnishing of any replacement material is approved, and Santafé shall, within a reasonable time after approval, provide the replacement tile, or in lieu of providing replacement material shall refund that amount paid for the defective tile (but not including any costs connected with freight, roof top loading and/or installation or removal/disposal of old material). This warranty may not be changed or modified by any dealer, distributor or representative of Santafé, and is independent of any warranty given by any other party, such as a builder or installer and is subject to Santafé's Terms Conditions and Warranty of Sale in effect at the date the warranty is given. If replacement tile is furnished under this warranty, it may vary in color or appearance from the original product due to (a) normal weathering of the original tile; or (b) changes in the products manufactured by Santafé, including the discontinuation or modification of specific tiles or colors. Santafé will make reasonable efforts to have replacement tile match the color, shape and appearance of the original material. Santafé tile shall not

be considered defective, and Santafé shall have no liability under this warranty, with regard to (1) variations in color due the nature of the product, shade or hue which are not unreasonable variations from the tile samples and Industry Standards, if any, furnished by Santafé prior to purchase. The tile shall not be deemed to be defectively manufactured unless a substantial variation in color shall be visible from a distance of more than forty (40) feet; or (2) changes in color, shade or hue caused by stain or contamination of any sort caused by outside sources (including without limitation to the growth of vegetation, algae, mildew, moss, lichens, or fungus); or (3) In the event the face of any tile (other than the textured tile) shall not have a smooth even surface, the tile shall not be deemed to be defectively manufactured unless any facial imperfection shall be visible from a distance of more than forty (40) feet. The application of any coating such as paint, glazing or other coating materials on the finish surface of the tile shall void this warranty. This warranty does not cover any failure, defect or age caused by or related to: (1) failure of or defects in other materials used as components of the building or its roof traffic, installation in inappropriate local climatic areas, impact of foreign objects, flood, hail, wind storm, lightning, tornado, hurricane or other act of God; (2) exposure to corrosive chemicals or other harmful substances; (3) surface cracking or chipping; (4) any failure, defect or damage (including but not limited to crumbling, break up, or change of color), resulting from or connected with; misuse, abuse, neglect or improper handling or storage, improper installation; (5) defects in, failure of or damage caused by materials used as roofing base over which the tiles are installed or by movement distortion, cracking or setting of walls or the foundation of the building or (6) any other cause not involving inherent manufacturing defects in Santafé tile. This warranty does not cover any failure, defect or age caused by or related to: (1) failure of or defects in other materials used as components of the pavement or its traffic, impact of foreign objects, flood, hail, wind storm, lightning, tornado, hurricane or other act of God; (2) exposure to corrosive chemicals or other harmful substances; (3) surface cracking or chipping; (4) any failure, defect or damage (including but not limited to crumbling, break up, or change of color), resulting from or connected with; misuse, abuse, neglect or improper handling or storage, improper installation or installation not in strict adherence to Santafé's written installation systems; (5) defects in, failure of or damage caused by materials used as paving base over which the pavers are installed or by movement distortion, cracking or setting of the foundation of the pavement, (6) Change in traffic conditions that were not specified or (7) any other cause not involving inherent manufacturing defects in Santafé paver.

Santafé reserves the right to discontinue or modify any of its products, including the color thereof, without notice to the homeowner/consumer and shall not be liable to the homeowner/consumer as a result of such discontinuance or modification, nor shall Santafé be liable in the event replacement material may vary in color intensity and/or hue and/or shade in comparison to the original product as a result of normal weathering or product modification.

If Santafé replaces any material under this warranty, it may substitute products designated by Santafé to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS, INCLUDING WITHOUT LIMITATION IMPLIES WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SANTAFÉ SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR DAMAGE TO ANY STRUCTURE, ITS OCCUPANTS OR ITS CONTENTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE AND/OR COUNTRY TO COUNTRY. SOME STATES AND/OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE IN YOUR STATE AND/OR COUNTRY.

This warranty supersedes any written warranty or guarantee previously issued by Santafé.