



# **LUDOWICI WARRANTY PROGRAM**



## LUDOWICI WARRANTY PROGRAM

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## LUDOWICI WARRANTY PROGRAM

### Warranty Overview

Ludowici Roof Tile Inc. offers two different warranties for the terra cotta tiles it produces in its New Lexington, Ohio facility. The first warranty is a 75-year limited warranty that covers the terra cotta tile itself. This warranty is offered on new tile for completed projects produced and sold from its factory in New Lexington, Ohio; **provided that such tile is not being installed and blended with existing terra cotta tiles.** The 75-year limited warranty is provided with the purchase of each piece of new terra cotta tile and is not purchased separately. The terms and conditions of the 75-year limited warranty are outlined within this document.

The second warranty offered is Ludowici's Premium Service Program Limited Warranty ( the "Shield Warranty"). The Shield Warranty covers the watertightness of the roof installation using new terra cotta tiles from Ludowici Roof Tile. The Shield Warranty is offered in a 10-year and 20-year time period. The Premium Service Program Limited Warranty or Shield Warranty, unlike the 75-year limited warranty, is a premium warranty that can be purchased for a fee in addition to the purchase price of the terra cotta tiles. The Shield Warranty has a very strict set of requirements that must be adhered to precisely in order for the warranty to be issued once the project is complete. The requirements, terms and conditions of the Shield Warranty are outlined within this document. **The Shield Warranty is only offered for commercial and institutional projects.** In order for a project to qualify for the Shield Warranty, the Ludowici terra cotta tile must be installed by a factory trained and certified Ludowici Crown Roofer. Under the Shield Warranty, the certified installation contractor (a Ludowici Crown Roofer) will be responsible for the entire watertightness performance of the installed roof for the first 5-years of the 10-year or 20-year warranty duration. For potential claims within the first 5-years customers must contact the installation contractor for all watertightness performance issues. If the customer contacts Ludowici, Ludowici will direct the customer to contact the installation contractor during this initial 5-year period.

### Warranty Request Procedures

If your project requires a Ludowici warranty, please become familiar with this entire Ludowici Warranty Program document in order to ensure your warranty is processed in a timely manner. The following outlines the steps needed to successfully complete this process:

- Please fill out the "Warranty Request Form" on the following page. The form must be filled out accurately and in its entirety. The warranty request form should be completed and submitted to Ludowici after the installation of the Ludowici materials are complete.
- The completed "Warranty Request Form" must then be mailed or emailed to Tina McCall. Contact information is provided at the top of the form.
- Once this information is received, the project order number(s) will be verified as part of an approval process.
- Please make sure to indicate to whom the warranty should be mailed. A complete "mail to" address must be provided if the warranty certificate is not going back to the purchaser.
- Once the status of the account balance has been verified as "paid", an official Ludowici warranty certificate will be created, processed, and issued via email and regular mail to the customer contact and address noted on the Warranty Request Form.
- Ludowici will put a copy of all warranty request information and all supplied warranty certificates in each project and master warranty files for company records and potential future reference.



## LUDOWICI WARRANTY REGISTRATION

Please complete the following information and send to:

Ludowici Roof Tile, Inc.  
 Attention: Tina McCall - [tina.mccall@ludowici.com](mailto:tina.mccall@ludowici.com)  
 4757 Tile Plant Road (P.O. Box 309)  
 New Lexington, Ohio 43764  
 800.945.8453

### Warranty Registration Form – Please Complete All Sections

Customer Information		Project Information	
Date:		Order Number (s):	
Customer Name:		Project Name:	
Contact:		Address:	
Address:		City:	
City:		State:	
State:		Zip Code:	
Zip Code:		Phone:	
Phone:			
Email:			

Installer Information		Order Information	
Contractor:		Tile Purchase Date:	
Contact:		Tile Installation Date:	
Address:		Purchase Price:	
City:		Quantity (SF) Purchased:	
State:		Tile Name:	
Zip Code:		Tile Color (s):	
Phone:			
Email:			

Delivery Contact & Address For Final Warranty Certificate	
Company:	Contact:
Address:	
City, State, Zip:	
Phone:	
Email:	

Material Warranty (No Charge)	
Is a 75-year Material Warranty Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Premium Service Program Limited Warranty or Shield Warranty (Fee Required)	
Is a Premium Shield Warranty Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, is the 10-year or the 20-year applicable?	<input type="checkbox"/> 10-Year <input type="checkbox"/> 20-Year
If yes, have submittal drawings been furnished to Ludowici for review? (required prior to acceptance)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, have project installation photos been furnished to Ludowici for review?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what was the quoted warranty fee?	
If yes, has quoted warranty fee been paid to Ludowici?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Completed Project Photos:** Ludowici Roof Tile Inc. requires photos of the completed project. Photos will assist Ludowici with completion of the warranty file, as well as for training and informational purposes. All photos will become the property of Ludowici Roof Tile, Inc. (including all copyrights therein).



## LUDOWICI WARRANTY PROGRAM

### Warranty Comparison Chart

Topic	75-Year Limited Material Warranty	Premium Service Program or Shield Warranty
Duration:	75-Year	10-Year or 20-Year as specified by project architect
Costs:	No cost.	Additional fee required as determined by technical services at time of proposal. Varies based on project specifics.
Transferrable:	Yes, provided tiles stay on original structure in which they were installed	Yes, provided tiles stay on original structure in which they were installed
Warranty Value:	Limited to supply or replacement material only or original purchase amount value of the tile	Limited to the original project contract costs
Minimum Slope Required:	Yes, varies by product. Please see installation manual for specific tile purchased. Not available for slopes <3:12	Yes, varies by product. Please see installation manual for specific tile purchased. Not available for slopes <3:12
Includes watertightness:	No.	Yes.
Includes tile color fastness:	Yes.	Yes.
Includes labor for material replacement if required:	No.	Yes.
Certified Installer Required:	No.	Yes. Project must be installed by a Ludowici certified Crown Roofer.
Project specific installation and termination details required for Ludowici review and approval prior to installation:	No.	Yes.
Project specific in-progress installation images of critical details and terminations required for Ludowici review and approval during installation:	No.	Yes.
Specific underlayment or waterproofing required:	No, but please see Ludowici typical installation instructions for specific tile purchased for suggested minimums.	Yes, please contact Ludowici's technical department for required underlayment mandatory for Premium Shield Warranty to be issued.
Underlayment/waterproofing required to be purchased from Ludowici:	No.	Yes.
Tile Fastener Requirements:	No, but please see Ludowici typical installation instructions for specific tile purchased for suggested minimums.	Stainless steel screws.
Tile fasteners required to be purchased from Ludowici:	No.	Yes.
Tile Adhesive Requirements (if necessary):	Consult Ludowici technical department.	Consult Ludowici technical department.
Tile adhesive requirements required to be purchased from Ludowici (if necessary):	No.	No.
Completed roof installation images required prior to issuing warranty:	Yes.	Yes.



## LUDOWICI WARRANTY PROGRAM

### Frequently Asked Questions (FAQ)

Why are Ludowici's warranties first in class within the roofing industry?

**Answer:** *Ludowici's warranties are non-prorated, unlike many other material warranties offered in the roofing industry, including certain "lifetime" warranties. Ludowici's material warranty also includes color while most others exclude color because competing roofing products often fade and their appearance is diminished over time. Finally, Ludowici's warranties are backed by a company that has been in continuous operation since 1888 with millions of terra cotta tiles installed in all weather climates that are still performing after 100 years of use.*

What type of warranty does Ludowici offer?

**Answer:** *Ludowici Roof Tile Inc. offers two different types of warranties for the terra cotta tiles it produces in its New Lexington, Ohio facility. The first warranty is a 75-year limited warranty that covers the terra cotta tile itself. This warranty is offered on new tile for completed projects produced and sold from its factory in New Lexington, Ohio; **provided that such tile is not being installed and blended with existing terra cotta tiles.** The 75-year limited warranty is provided with the purchase of each piece of new terra cotta tile and is not purchased separately. The terms and conditions of the 75-year limited warranty are outlined within this document.*

*The second warranty offered is Ludowici's Premium Service Program Limited Warranty (the "Shield Warranty"). The Shield Warranty covers the watertightness of the roof installation using new terra cotta tiles from Ludowici Roof Tile. The or Shield Warranty is offered in a 10-year and 20-year time period. The Shield Warranty, unlike the 75-year limited warranty, is a premium warranty that can be purchased for a fee in addition to the purchase price of the terra cotta tiles. The Shield Warranty has a very strict set of requirements that must be adhered to precisely in order for the warranty to be issued once the project is complete. **The Shield Warranty is only offered for commercial and institutional projects.***

What does Ludowici's standard 75-year limited material warranty cover?

**Answer:** *Subject to certain conditions, Ludowici warrants its standard grade clay tile to be free from manufacturing defects during the 75-year period following sale of the tile to the original purchaser.*

Does Ludowici's warranty cover color?

**Answer:** *Yes; provided, however, that the clay tile will not be considered defective with respect to color, shade or hue so long as the color, shade or hue provided it does not vary by more than two Hunter E units from the original tile sample.*

Does Ludowici offer a weathertightness or watertightness warranty?

**Answer:** *Yes. This is offered as part of the Shield Warranty program. In order to qualify for this warranty, the project must meet all requirements of the Shield Warranty and be installed by a certified Ludowici Crown Roofer. **The Shield Warranty is only offered for commercial and institutional projects.** The project must also meet stringent review requirements by Ludowici Roof Tile prior to acceptance for the Shield Warranty program.*

I have purchased a Ludowici roof tile product, how do I get my warranty?

**Answer:** *In order for Ludowici to issue the final warranty for a completed project a completed warranty request form must be provided to Ludowici for review. The final warranty document/certificate will be issued once all necessary information is supplied, reviewed, approved and all final invoices are paid in full.*



How much does Ludowici's 75-year limited material warranty cost?

**Answer:** *No cost. The warranty is included in the price of the terra cotta tiles.*

How much does Ludowici's Premium Service Program Limited Warranty/Shield Warranty cost?

**Answer:** *Ludowici's Shield Warranty has a cost that is assigned on a project by project basis based on a review of the project requirements by the Ludowici technical department. The applicable fee for the Shield Warranty will be listed as a line item on the project material proposal supplied by Ludowici.*

Are certified installation contractors required to be used in order to obtain a Ludowici warranty?

**Answer:** *No, for the 75-year Limited Material Warranty. Yes, for the Shield Warranty.*

How long does Ludowici warrant its terra cotta products?

**Answer:** *Ludowici's terra cotta materials are warranted for 75 years when purchased new from Ludowici Roof Tile; provided that such tiles are not installed and blended with existing terra cotta tiles.*

When did Ludowici begin offering its 75 year material warranty?

**Answer:** *Prior to 1982, Ludowici Roof Tile did not offer a warranty. In 1982, a 50-year material warranty was put in place for the first time. In December of 1992, the 50-year material warranty was changed to 75-years.*

When did Ludowici begin offering its Premium Service Program Limited Warranty/Shield Warranty?

**Answer:** *In June of 2012, Ludowici Roof Tile implemented the Premium Service Program Limited Warranty, also referred to as the Shield Warranty, in order to offer commercial and institutional building owners the opportunity to purchase either a 10-year or 20-year weathertightness warranty that includes labor and material on their new Ludowici roof. The Shield Warranty is only available for purchase on commercial and institutional projects and must be installed by a certified Ludowici Crown Roofer. To qualify for the Shield Warranty, underlayments and fasteners required for the project must be purchased from Ludowici Roof Tile.*

What is the difference between Ludowici's standard 75-year Limited Material Warranty and its Premium Service Program Limited Warranty/Shield Warranty?

**Answer:** *The 75-year Limited Material Warranty covers the terra cotta tile material only and is offered on all new tile purchased from Ludowici provided it is not being installed and blended with existing terra cotta tiles. The Premium Service Program Limited Warranty or Shield Warranty is a 10-year or 20-year weathertightness warranty available for purchase only on commercial and institutional projects. The Ludowici terra cotta tiles must be installed by a certified Ludowici Crown Roofer and all underlayments and fasteners must be purchased from Ludowici Roof Tile in order for the final Shield Warranty to be issued.*

I would like to get a Premium Service Program Limited Warranty/Shield Warranty on my project, what is required?

**Answer:** *First, the project must be either a commercial or institutional project. Second, the project must be reviewed by Ludowici's technical department to ensure it meets the criteria for the Shield Warranty. Third, the owner must agree to costs associated to purchase the Shield Warranty as determined by Ludowici's technical department. Fourth, installation contractor or roofer must submit details to be used for the project to Ludowici Roof Tile's technical department for review and approval prior to installation. Fifth, the project must be successfully installed by a certified Ludowici Crown Roofer. Sixth, underlayments and fasteners required on the project must be purchased from Ludowici Roof Tile. Seventh, the roofer or installation contractor must submit to Ludowici Roof Tile's technical department progress photographs of the installation*



*showing that all details submitted and approved prior were followed throughout the installation. After successful completion of the project, a final review will be completed by Ludowici's technical and accounting department. Once this review has determined that all necessary steps have been completed, the final warranty paperwork will be issued.*

What underlayment or waterproofing under the terra cotta tile is required in order to get a Ludowici 75-year Limited Material Warranty?

**Answer:** *A specific underlayment or waterproofing membrane is not required in order to receive Ludowici's 75-Year Limited Material Warranty. However, Ludowici recommends that typical installation details including roof deck preparation and underlayments be followed per Ludowici's published installation instructions.*

What underlayment or waterproofing under the terra cotta tile is required in order to get a Ludowici Shield Warranty?

**Answer:** *A specific underlayment or waterproofing membrane is required in order to receive Ludowici's Premium Service Program Limited Warranty/Shield Warranty. Please contact Ludowici's technical department for assistance on the membrane/underlayment needed for a specific project. In order to qualify for the Premium Service Program Limited Warranty/Shield Warranty, the membrane/underlayment and fasteners must be purchased from Ludowici Roof Tile and all materials installed by a certified Ludowici Crown Roofer.*

Does Ludowici have products installed that are older than the warranty it offers?

**Answer:** *Yes, Ludowici Roof Tile is a New Lexington, Ohio based company in continuous operation since 1888. Ludowici has terra cotta products (natural terra cotta, matte glazed terra cotta, and gloss glazed terra cotta) installed all over North America dating back to 1888.*

Who backs Ludowici's warranties?

**Answer:** *Ludowici's warranties are backed by Ludowici Roof Tile, a New Lexington, Ohio based company in continuous operation since 1888.*

I have a Ludowici roof or product that is under warranty and I need to file a claim, what do I do?

**Answer:** *In this very rare situation, to obtain performance under this warranty, the customer shall notify Ludowici in writing of any claimed manufacturing defect within 30 days following its discovery and shall submit with such notification proof of date of purchase and tile installation, in order to provide Ludowici an opportunity to investigate the claim and examine the material claimed to be defective. All warranty claims must be made during the warranty period and shall be provided to: Ludowici Roof Tile, Inc., 4757 Tile Plant Road, P.O. Box 69, New Lexington, Ohio 43764, Attn: Warranty Claims. Ludowici shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Ludowici will perform its obligations under this warranty. Any warranty claim not made within 30 days after the defect is or should have been discovered will be barred.*

I purchased screws, hurricane clips and underlayments from Ludowici, are these items included in the Ludowici 75-year Limited Material Warranty?

**Answer:** *No. Only the terra cotta products manufactured by Ludowici Roof Tile are covered by the 75-year Limited Material Warranty.*

I am purchasing new tiles from Ludowici to blend in with old tiles for repairs, does that affect the warranty?

**Answer:** *Yes, a Ludowici warranty will not be issued or applicable if the new terra cotta tiles are blended with existing terra cotta tiles on the same roof plane. If new Ludowici terra cotta tiles are to be used in conjunction with old Ludowici roof tiles on the same roof, they must be separated and used on different roof planes in order for the warranty to be effective. A roof*





*plan documenting where new versus old tiles were used must be supplied at the time of the warranty request. Photos illustrating new vs old areas will also be required. Blending old Ludowici tiles with new Ludowici tiles will result in Ludowici not being able to provide the 75-year Limited Material Warranty on the project.*

Are the warranties offered by Ludowici transferable?

**Answer:** *Yes. The warranties offered by Ludowici are transferrable provided the terra cotta materials remain in their original installed position, on the same original installed structure at the same original project location. The warranties become void if the terra cotta tiles are removed from the original structure on which they were installed.*

What is the value of the Ludowici 75-Year Limited Material Warranty?

**Answer:** *It is limited to the supply of new replacement material only or to the original purchase amount value of the tile.*

What is the value of the Ludowici Premium Service Program Limited Warranty/Shield Warranty?

**Answer:** *It is limited to the original project contract installed costs of the terra cotta tile materials.*

Are there any exclusions based on project location?

**Answer:** *Yes. Ludowici warranties will not apply to projects located in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation, common to high altitude geography) unless otherwise expressly pre-approved in writing by Ludowici Roof Tile.*

Does Ludowici offer a 75-year Limited Material Warranty for its NeXclad wall tiles?

**Answer:** *Yes. The same 75-year Limited Material Warranty that Ludowici Roof Tile offers on its terra cotta roof tiles also applies to the NeXclad tiles installed vertically on a wall.*

Does the installation contractor have any liability on Ludowici's Premium Service Program Limited Warranty?

**Answer:** *Yes. Ludowici's Premium Service Program Limited Warranty (10-year or 20-year) requires that all terra cotta tiles be installed by a Ludowici certified Crown Roofer. The Crown Roofer is liable for the weathertightness performance of the installation for the first (5) years of the warranty. For potential claims within the first 5-years customers must contact the installation contractor for all watertightness performance issues. If the customer contacts Ludowici, Ludowici will direct the customer to contact the installation contractor during this initial 5-year period.*

I purchased used, reclaimed or vintage Ludowici products from a used tile broker - are these tiles covered by Ludowici's material warranty?

**Answer:** *No, Ludowici's material warranties only apply to new Ludowici products purchased directly from Ludowici Roof Tile.*



## 75-YEAR LIMITED MATERIAL WARRANTY TERMS & CONDITIONS

### WHAT'S COVERED AND FOR HOW LONG

Ludowici Roof Tile, Inc. ("Ludowici"), subject to the conditions and limitations set forth herein, warrants its standard grade clay tile ("Clay Tile") to be free from manufacturing defects during the 75-year period following the initial installation of the tile. This warranty is made only to the original purchaser and any subsequent owner of the property where the tile was initially installed. This warranty will not apply to any tile that has been removed from the building on which it was originally installed.

### WHAT LUDOWICI WILL DO

If any tile proves to be defective during the warranty period, Ludowici will replace the defective tile or refund the original purchase price for the defective tile, at Ludowici's option. The "original purchase price" of the tile for purposes of this warranty is the wholesale price paid to Ludowici by the distributor, contractor, or other customer who contracted for the tile directly with Ludowici. This warranty does not cover, and Ludowici will not be responsible for, any labor costs, tear-off costs, disposal costs, equipment costs, or other costs incurred in removing defective tile or installing replacement tile.

If Ludowici replaces any defective tile, the warranty period for the replacement tile will be the remaining warranty period for the original, replaced tile. For example, if Ludowici replaces defective Clay Tile 15 years after the sale of the tile to the original purchaser, the warranty period for the replacement tile will be 60 years.

Tile will not be considered defective with respect to color, shade or hue so long as the color, shade or hue at the time of claim does not vary by more than two Hunter E units from the original tile sample. If the face of any tile (other than textured tile) does not have a smooth, even surface, the tile will not be deemed to be defective unless the facial imperfection is clearly visible from a distance of more than 40 feet.

In consideration of this warranty, you authorize Ludowici and its agents or contractors to photograph the project where the tile is, or will be, installed and to enter the project location for that purpose. Ludowici may use all photographs of the project (whether taken by Ludowici, the contractor, or the project owner) for promotional, training, and other lawful purposes. In connection with its use of the photographs, Ludowici will use reasonable efforts to prevent disclosure of the project owner's identity or the specific location of the project.

### LIMITATIONS

Ludowici shall not be liable for, and this warranty does not apply to, any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup, or change in color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage; improper installation or installation not in strict adherence with building codes, trade practices, or Ludowici's written instructions; damage caused by the application of clay tile in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation, common to high altitude geography) unless otherwise expressly pre-approved in writing by Ludowici; impact of foreign objects, fire, earthquake, flood, lightning, hurricane, hail, tornado, or other violent storm or casualty, or other acts of God; defects in, failure of, or damage caused by materials used as a roofing base over which the tile is installed, or by movement, distortion, cracking, or settling of walls or the foundation of the building; exposure to harmful chemicals; or any other cause not involving inherent manufacturing defects in the tile supplied by Ludowici. Ludowici will not have any liability under this warranty for changes in color, shade or hue caused by stains or contamination of any sort arising from outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens, or other vegetation). This warranty does not apply to tile which has been painted, varnished, or similarly coated over the manufacturer's original finish. This warranty does not apply to nails, screws, or other fasteners used in connection with the tile (whether or not supplied by Ludowici), or to any cracking, leakage, or other problems caused by any fasteners (whether or not supplied by Ludowici).



Ludowici reserves the right to discontinue or modify any of its products, including the color thereof, without notice to the customer and shall not be liable to the customer as a result of such discontinuance or modification, nor shall Ludowici be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product. If Ludowici replaces any material under this warranty, it may substitute products designated by Ludowici to be of comparable quality if the product initially installed has been discontinued or modified.

This warranty will be governed by the laws of the State of Ohio, without regard to its conflict of laws and principles. Any legal action or proceeding arising out of this warranty must be brought and maintained exclusively in a state or federal court located in the State of Ohio.

#### **WHAT THE CUSTOMER MUST DO**

To obtain performance under this warranty, the customer shall notify Ludowici in writing of any claimed manufacturing defect within thirty (30) days following its discovery, and shall submit with such notification proof of date of purchase and tile installation, in order to provide Ludowici an opportunity to investigate the claim and examine the material claimed to be defective. All warranty claims must be made during the warranty period and shall be provided to: Ludowici Roof Tile, Inc., 4757 Tile Plant Road, P.O. Box 69, New Lexington, Ohio 43764, Attn: Warranty Claims. Ludowici shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Ludowici will perform its obligations under this warranty. Any warranty claim not made within thirty (30) days after the defect is or should have been discovered will be barred.

This warranty supersedes any warranty or guarantee previously made by Ludowici.

#### **OTHER CONDITIONS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF LUDOWICI. IN NO EVENT SHALL LUDOWICI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO EMPLOYEE OR REPRESENTATIVE OF LUDOWICI OR ANY DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. 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.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**



Illustration: Sample Certificate for 75-Year Limited Warranty



Official certificate of

# 75 Year Limited Material Warranty

This certifies that the tile roof at:

*\* Cheyenne VA Mental Health Addition 2360 E Pershing Blvd. Cheyenne, WY 82001*

is covered under this Ludowici Warranty<sup>1</sup>

Roofing Contractor: Douglass Colony Group

Tile Name: Straight Barrel Mission 18 3/4"

Tile Color: Clay Red, Santiago Rose, Summer Rose,  
Beach Brown, Desert Sand

Number of Squares: 75  
(100 sq. ft.)

Date of Installation: October 1, 2015

75-Year Limited  
Material Warranty  
Expiration Date: October 1, 2090

**SAMPLE**

Officer of LUDOWICI



<sup>1</sup> See back for terms and conditions



### **Crown Roofer - Shield Warranty Qualification Check List**

- The project must be either a commercial or institutional project.
- The project must be reviewed by Ludowici's technical department to ensure it meets the criteria for the Shield Warranty.
- The owner must agree to costs associated to purchase the Shield Warranty as determined by Ludowici's technical department.
- Installation contractor or roofer must submit details to be used for the project to Ludowici Roof Tile's technical department for review and approval prior to installation.
- The project must be successfully installed by a certified Ludowici Crown Roofer.
- Underlayments and fasteners required on the project must be purchased from Ludowici Roof Tile.
- The roofer or installation contractor must submit to Ludowici Roof Tile's technical department progress photographs of the installation showing that all details submitted, and approved prior were followed throughout the installation.
- After successful completion of the project, a final review will be completed by Ludowici's technical and accounting department.
- Once this review has determined that all necessary steps have been completed, the final warranty paperwork will be issued

\*Please notes for historic building that lack properly ventilation, Ludowici highly recommends hiring a building envelope consultant to evaluate your building and proposed material specified.



### Crown Roofer - Shield Warranty Requirements During Installation

1. Ludowici will set-up and provide access to a shared Dropbox account to the roofing partner selected for the project.
2. Ludowici will require an installation manager or lead installer and a back-up to be available for training on Dropbox, how to upload images and where to find the project feedback and review recommendations.
3. Working with the architect and building owner we will identify critical roof conditions where leaks could occur.
4. Regarding the shield warranty roofer is to provide the following:
  - a. Show drawings of typical details to be used on the project. (please feel free to modify attached prototypical details to meet the project requirements)
  - b. Install Ultra Stick HT underlayment 3 roll widths at eaves, 1 roll width in valleys, ½ roll width at hips, ridges, rakes & sidewall.
  - c. Install Ludowici Pro 70 underlayment ovetop of Ultra Stick HT underlayment. Attached document provides fastening pattern. Note staples not permitted use cap nails.
  - d. Provide daily progress photographs once underlayment installation begins. Show the installation of underlayment and tile as it is being installed according to shop drawings provided. Photographs can be uploaded to the project Dropbox folder that you will be provided.
5. Once the project starts, we ask that the installation manager or lead installer take pictures of the project in progress, and the key critical areas identified and submit those images for review and feedback daily, until the project is complete. Those key areas may include:
  1. All valleys
  2. All dormers – sidewalls, front face-wall
  3. Hip lines
  4. Ridge lines
  5. Hip/ridge intersections
  6. Eave conditions / gutters
  7. Rakes
  8. Pipe boot /vent locations
  9. Crickets
  10. All chimney areas/details
  11. Skylights
6. A member of the Ludowici technical team will review the images uploaded and provide feedback directly on the image in the comment section on Dropbox. The comments will be in the form of guidance, instruction and direction for the installation manager or lead installer.
7. If there are unique roof conditions and the installer needs direction, these too can be uploaded and reviewed as needed.
8. The process continues as needed until the project is complete.



## PREMIUM SERVICE PROGRAM WARRANTY (or SHIELD WARRANTY) 10-YEAR & 20-YEAR – TERMS & CONDITIONS

Ludowici, subject to the terms, conditions and limitations set forth herein, warrants to the purchaser of its Premium Service Program: (1) Ludowici's standard grade clay tile ("Clay Tile") to be free from manufacturing defects during the 75-year period following sale of the tile to the original purchaser; (2) the Ludowici Roof Tile supplied underlayment ("Underlayment") installed on your roofing system to be weathertight during the **10-year or 20-year** period (as defined on the purchase contract documents) following the certified completion date of the roofing system; and (3) the installation of said Clay Tile and Underlayment (the "Roofing and Underlayment System") to be free from defects in workmanship during the **10-year or 20-year** period (as defined on the purchase contract documents) following the certified completion date of the Roofing and Underlayment System. This warranty is made only to the original purchaser and any subsequent owner of the property where the Roofing and Underlayment System was initially installed. This warranty will not apply to any tile or underlayment that has been removed from the building on which it was originally installed. This warranty does not apply to the purchase or installation of any clay tile or underlayment for which the purchaser is not eligible for the Premium Service Program Warranty, has not purchased the Premium Service Program Warranty, and/or has not made full payment for the Premium Service Program Warranty as acknowledged in writing by Ludowici Roof Tile. Under this Premium Service Program Limited Warranty/Shield Warranty, the certified installation contractor (a Ludowici Crown Roofer) will be responsible for the entire watertightness performance of the installed roof for the first 5-years of the 10-year or 20-year warranty duration. For potential claims within the first 5-years customers must contact the installation contractor for all watertightness performance issues. If there are installation or leak issue within the first 5-years. The responsibility for watertightness remains with the contractor for an additional 5-years. The Shield Warranty will not exceed 10 or 20-years depending the registered warranty. If the customer contacts Ludowici, Ludowici will direct the customer to contact the installation contractor during this initial 5-year period.

### WHAT LUDOWICI WILL DO

#### Clay Tile

If any Clay Tile proves to be defective during the warranty period, Ludowici will replace the defective tile or refund the original purchase price for the defective tile, at Ludowici's option, during the applicable warranty period stated above. The "original purchase price" of the tile for purposes of this warranty is the wholesale price paid to Ludowici by the distributor, contractor, or other customer who contracted for the tile directly with Ludowici.

If Ludowici replaces any defective tile, the warranty period for the replacement tile will be the remaining warranty period for the original, replaced tile. For example, if Ludowici replaces defective Clay Tile 15 years after the sale of the tile to the original purchaser, the warranty period for the replacement tile will be 60 years.

Tile will not be considered defective with respect to color, shade or hue so long as the color, shade or hue at the time of claim does not vary by more than two Hunter E units from the original tile sample. If the face of any tile (other than textured tile) does not have a smooth, even surface, the tile will not be deemed to be defective unless the facial imperfection is clearly visible from a distance of more than 40 feet.

#### Underlayment

If the Underlayment installed on your roofing system allows intrusion of water from the exterior of the roofing system into the building envelope due solely to manufacturing defects when exposed to ordinary weather conditions and ordinary wear and usage, Ludowici will replace the defective underlayment or refund the original purchase price for the defective underlayment, at Ludowici's option, during the applicable warranty term stated above. This warranty does not apply if the Underlayment has been installed and left uncovered and without roof cladding for more than six months or, if any part of the Underlayment is exposed to ultra violet rays after roof cladding installation. This warranty does not cover leaks or damage caused by unusually severe rainy weather conditions and water ingress due to unusually severe natural weather conditions prior to the installation of the roof cladding.



### Installation of Roofing and Underlayment System

Under the Premium Service Program Warranty (or Shield Warranty), Ludowici will provide a minimum of three Ludowici-approved and designated factory-trained, experienced clay tile roofing contractors to provide consultation, installation and inspection services regarding your Roofing and Underlayment System. If the Roofing and Underlayment System allows intrusion of water from the exterior of the roofing system into the building envelope when exposed to ordinary weather conditions and ordinary wear and usage, due solely to manufacturing defects or defects in workmanship attributable to the installation services provided under the Premium Service Program, Ludowici will provide additional approved and factory-trained, experienced clay tile roofing contractors to remedy the defects in the Roofing and Underlayment System, during the applicable warranty term stated above.

As a condition of this warranty, you agree to permit Ludowici-approved installation contractor(s) to install, inspect and otherwise be present at all times during the installation of your Roofing and Underlayment System. Ludowici shall have no obligation for, and this warranty shall not apply to, the installation of a Roofing and Underlayment System by any person or entity not approved by Ludowici, or undertaken during times when an approved installation contractor was not present. You shall permit Ludowici, by and through its approved installation contractors, to perform any required interim job inspections and all warranty work undertaken pursuant to the terms of this warranty.

### **CONDITIONS AND LIMITATIONS**

This warranty is not effective, and Ludowici shall have no obligations hereunder, unless the original purchaser: (1) requests and obtains prior written approval from Ludowici, at the time the Premium Service Program Warranty is purchased, confirming that the purchaser's Roofing and Underlayment System is eligible for coverage under the terms of this warranty; and (2) requests and obtains written approval from Ludowici, upon completion of the installation of the Roofing and Underlayment System, confirming that the purchaser's Roofing and Underlayment System is authorized for coverage under the terms of this warranty.

This warranty shall not apply to roofing having a slope of less than 3 on 12 [14 degrees].

Ludowici shall have the sole and exclusive right and obligation to perform all warranty work described herein, and any unauthorized repairs, modifications or other work undertaken with respect to your defective Roofing and Underlayment System will VOID THIS WARRANTY.





Ludowici shall not be liable for, and this warranty does not apply to, any failure, defect or damage (including but not limited to crumbling, chipping, cracking, breakup or change in color) resulting from or connected with misuse, abuse, neglect or improper handling or storage; improper installation or installation not in strict adherence with building codes, trade practices or Ludowici's written instructions; damage caused by the application of clay tile in alpine conditions (climatic areas that experience frequent heavy winter snowfall intermittent with strong solar radiation, common to high altitude geography) unless otherwise expressly pre-approved in writing by Ludowici; impact of foreign objects; fire; natural forces such as earthquake, flood, lightning, hurricane, hail, tornado or other violent storm or casualty, or other acts of God; defects in, failure of, or damage caused by materials used as a roofing base over which the tile is installed, or by movement, distortion, cracking, or settling of walls or the foundation of the building; exposure to harmful chemicals; or any other cause not involving inherent manufacturing or workmanship defects in the products supplied and installed by Ludowici or its approved installation contractors, or any other cause beyond the control of Ludowici. Ludowici will not have any liability under this warranty for changes in color, shade or hue caused by stains or contamination of any sort arising from outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens or other vegetation). This warranty does not apply to tile which has been painted, varnished, or similarly coated over the manufacturer's original finish. This warranty does not apply to nails, screws or other fasteners used in connection with the Roofing and Underlayment System (whether or not supplied by Ludowici), or to any cracking, leakage or other problems caused by any fasteners (whether or not supplied by Ludowici). This warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, accidents, abusive conditions, inadequate or faulty structural design, structural defects, building alterations or cracks in the structural base exceeding 1/16 inch in width at any point.

Ludowici reserves the right to discontinue or modify any of its tile products or the underlayment it offers, including the color thereof, without notice to the customer, and shall not be liable to the customer as a result of such discontinuance or modification; nor shall Ludowici be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product. If Ludowici replaces any material under this warranty, it may substitute products designated by Ludowici to be of comparable quality if the product initially installed has been discontinued or modified.

This warranty will be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this warranty must be brought and maintained exclusively in a state or federal court located in the State of Ohio.

In consideration of this warranty, you authorize Ludowici and its agents or contractors to photograph the project where the Roofing and Underlayment System is, or will be, installed and to enter the project location for that purpose. Ludowici may use all photographs of the project (whether taken by Ludowici, the project owner or any other party) for promotional, training and other lawful purposes. In connection with its use of the photographs, Ludowici will use reasonable efforts to prevent disclosure of the project owner's identity or the specific location of the project.

#### **WHAT THE CUSTOMER MUST DO**

To obtain performance under this warranty, the customer shall notify Ludowici in writing of any claimed manufacturing or installation defect with respect to the Roofing and Underlayment System within thirty (30) days following its discovery and shall submit with such notification proof of date of purchase and tile installation, in order to provide Ludowici an opportunity to investigate the claim and examine the materials and/or workmanship claimed to be defective.

All warranty claims must be made during the warranty period and shall be submitted to: Ludowici Roof Tile, Inc., 4757 Tile Plant Road, P.O. Box 69, New Lexington, Ohio 43764, Attn: Warranty Claims. Ludowici shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, Ludowici will perform its obligations under this warranty. Any warranty claim not made within thirty (30) days after the defect is or should have been discovered, or within the warranty period applicable to the Clay Tile, Underlayment, or installation of the Roofing and Underlayment System, will be barred, and Ludowici shall have no obligation hereunder.

This warranty supersedes any warranty or guarantee previously made by Ludowici.



**OTHER CONDITIONS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF LUDOWICI. IN NO EVENT SHALL LUDOWICI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO EMPLOYEE OR REPRESENTATIVE OF LUDOWICI OR ANY DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. 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.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

# LUDOWICI®

Illustration: Sample Certificates for Premium Service Program Warranty (or Shield Warranty)

**LUDOWICI®**  
Official certificate of  
**75 Year Limited Material Warranty**  
Including 20-year Premium Service Program Shield Warranty

This certifies that the tile roof at:  
*\* Cheyenne VA Mental Health Addition 2360 E Pershing Blvd. Cheyenne, WY 82001*  
is covered under this Ludowici Warranty<sup>1</sup>

Roofing Contractor:	Douglass Colony Group	Date of Installation:	October 1, 2015
Title Name:	Straight Barrel Mission 1844	75-Year Limited Material Warranty Expiration Date:	October 1, 2090
Tile Color:	Clay Red, Santiago Rose, Summer Rose, Beach Brown, Desert Sand	20-Year Premium Service Program Shield Warranty Expiration Date:	October 20, 2035
Number of Squares:	75 (100 sq. ft.)		

**75** YEAR WARRANTY

  
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Officer of LUDOWICI

**20** YEAR SHIELD WARRANTY

<sup>1</sup> See back for terms and conditions

**LUDOWICI®**  
Official certificate of  
**75 Year Limited Material Warranty**  
Including 10-year Premium Service Program Shield Warranty

This certifies that the tile roof at:  
*\* Cheyenne VA Mental Health Addition 2360 E Pershing Blvd. Cheyenne, WY 82001*  
is covered under this Ludowici Warranty<sup>1</sup>

Roofing Contractor:	Douglass Colony Group	Date of Installation:	October 1, 2015
Title Name:	Straight Barrel Mission 1844	75-Year Limited Material Warranty Expiration Date:	October 1, 2090
Tile Color:	Clay Red, Santiago Rose, Summer Rose, Beach Brown, Desert Sand	10-Year Premium Service Program Shield Warranty Expiration Date:	October 20, 2025
Number of Squares:	75 (100 sq. ft.)		

**75** YEAR WARRANTY

  
\_\_\_\_\_  
Officer of LUDOWICI

**10** YEAR SHIELD WARRANTY

<sup>1</sup> See back for terms and conditions