



# **LUDOWICI WARRANTY PROGRAM**



## LUDOWICI WARRANTY PROGRAM

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## LUDOWICI WARRANTY PROGRAM

### Warranty Overview

Ludowici Roof Tile Inc. offers our customers a 75-year limited warranty covering the terra cotta tile. 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.

### 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 [customer.service@ludowici.com](mailto:customer.service@ludowici.com). 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:Warranty Review Team  
 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	

**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 Chart

Topic	75-Year Limited Material Warranty
Duration:	75-Year
Costs:	No cost.
Transferrable:	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
Minimum Slope Required:	Yes, varies by product. Please see installation manual for specific tile purchased. Not available for slopes <3:12
Includes watertightness:	No.
Includes tile color fastness:	Yes.
Includes labor for material replacement if required:	No.
Certified Installer Required:	No.
Project specific installation and termination details required for Ludowici review and approval prior to installation:	No.
Project specific in-progress installation images of critical details and terminations required for Ludowici review and approval during installation:	No.
Specific underlayment or waterproofing required:	No, but please see Ludowici typical installation instructions for specific tile purchased for suggested minimums.
Underlayment/waterproofing required to be purchased from Ludowici:	No.
Tile Fastener Requirements:	No, but please see Ludowici typical installation instructions for specific tile purchased for suggested minimums.
Tile fasteners required to be purchased from Ludowici:	No.
Tile Adhesive Requirements (if necessary):	Consult Ludowici technical department.
Tile adhesive requirements required to be purchased from Ludowici (if necessary):	No.
Completed roof installation images required prior to issuing warranty:	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. 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.*

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:** *No.*

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.*

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

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

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.*

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 warranty offered by Ludowici is 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 warranty becomes 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.*

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.*

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