

Limited Lifetime Warranty

The Foundry, a Tapco International Company, warrants to the original homeowner that Foundry Shakes™, Foundry Staggered™ Foundry Shingles™ and Foundry Shapes™ (collectively referred to in the remainder of this document as the “product” or, the “products”) will be free from manufacturing defects resulting in peeling, flaking and blistering when subject to normal use. Subject to the provisions that follow, provided that the original homeowner retains ownership of the property and is able to establish the date of installation and the original cost of both the defective products and their installation to the Foundry’s reasonable satisfaction, should any manufacturing defect occur during the lifetime of the original purchaser, the Foundry will at its sole option either a) pay an amount equal to the reasonable cost to repair, replace or coat, at its option, any defective products or b) refund the amount paid by the original owner for the defective products plus the cost of the original installation of the defective products.

No repair or replacement under this warranty will act to extend the original warranty period. Any repaired or replaced product shall be warranted only for the duration of the original warranty period that applied to the original products before they were repaired or replaced.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

In the event of damage caused by hail during the warranty period, before any warranty coverage shall apply, it is the homeowner’s responsibility to pursue the cost of replacement or repair of damaged material through homeowner’s insurance and/or any other applicable insurance coverage. Any cost incurred by the owner in excess of the insurance contribution will be reimbursed by the Foundry (excluding any insurance deductible) except that the Foundry will not be liable for costs in excess of the value of the replacement material required complete the repair. The Foundry will not be responsible for the cost of the labor required to install the replacement product or to remove and dispose of the hail-damaged product. In any event, the Foundry reserves the right, at its sole option, in lieu of paying for replacement or repair costs, to refund the amount paid by the original owner for the hail damaged products plus the cost of the original installation of the hail damaged products.

The lifetime coverage in this warranty is applies only to individual homeowners.

Any and all Foundry products purchased by, or installed upon, property owned by corporations, government agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 50 years following the installation of the product and shall be an amount equal to the reasonable cost of replacement material, labor and disposal multiplied by the prorated percentage shown in the *50-year Warranty Coverage Schedule* below to repair, replace or coat, at its option, any defective products. In any event, the Foundry reserves the right, at its sole option, in lieu of paying to repair, replace, or coat the defective products, to refund the amount paid by the original owner for the defective products plus the cost of the original installation of the defective products.

Transferability

If there is a change in ownership, the warranty may be transferred by the original purchaser of the Foundry product to the new owner under the terms and conditions of this warranty. The warranty effective date will remain the date of original installation by the original homeowner which date the new homeowner shall be responsible for establishing at the time a claim is made to the Foundry’s reasonable satisfaction. The warranty coverage applicable to the new homeowner shall be an amount equal to the reasonable cost of replacement material, labor and disposal multiplied by the prorated percentage shown in the *50-year Warranty Coverage Schedule* below to repair, replace or coat, at its option, any defective products. In any event, the Foundry reserves the right, at its sole option, in lieu of paying to repair, replace, or coat the defective products, to refund the amount paid by the original owner for the defective products plus the cost of the original installation of the defective products. The fade protection coverage of this warranty is not transferable.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of The Foundry, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Installation or defects resulting from installation;
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- Any other cause not involving manufacturing defects in the material supplied by the Foundry;
- Excessive fade warranty is for 10 (ten) years from the date of the original installation of the product;
- Any repair or replacement panels may have a gloss or color difference due to normal weathering and such difference would not be considered defective;

The Foundry product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, or normal weathering resulting from exposure to the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which the Foundry has no control.

The Foundry warrants the products against excess fading beyond normal weathering if caused by a manufacturing defect, and if reported to the Foundry in accordance with the notice provision contained in the “Customer Responsibilities” portion of the warranty. Excess fading is defined by a change in color greater than four (4) Hunter units (as calculated according to ASTM D2244) beyond that which normal weathering would cause in the locale in which the installed products are located.

The Foundry shall have sole discretion to determine whether the product has faded beyond normal weathering as identified above. If the product is determined to have excessively faded, the Foundry will pay to repair or replace, at its option, the defective product. In any event, the Foundry reserves the right, at its sole option, in lieu of paying to repair or replace the excessively faded products, to refund the amount paid by the original owner for the excessively faded products plus the cost of the original installation of the excessively faded products.

Other Conditions

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF THE FOUNDRY. THE FOUNDRY HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE FOUNDRY 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 THE WARRANTY. THE FOUNDRY DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS 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.

The Foundry reserves the right to discontinue any color at any time.

Customer Responsibilities

The homeowner/consumer must promptly notify the Foundry in writing of any manufacturing defect, hail damage, or excessive fading promptly following its discovery, and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: The Foundry, 3210 South Main Street, Middletown, OH 45044, Attn: Warranty Department. The homeowner may be required to submit a sample of the defective material to the Foundry for analysis. The Foundry will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, the Foundry, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

Lifetime Warranty Coverage Schedule

Number of Years of Use Obtained After Installation	The Foundry’s Share of Warranty Obligation
Original Purchaser’s Ownership of the Property	100%

50-Year Warranty Coverage Schedule

Number of Years of Use Obtained After Installation	The Foundry’s Share of Warranty Obligation
0-5 Years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14-50 years	10%

This warranty is effective February 2, 2004. It supersedes and replaces all prior warranties.



3210 South Main Street
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Warranty