



ITALIAN
TECHNOLOGY
AND DESIGN

group r. casagrande

PERKUS ROOF TILE



ROOF TILE

PERKUS

High performance roofing specialists

15
YEARS



**LIMITED
WARRANTY**

TERMS AND CONDITIONS



THE WARRANTY

PERKUS USA LLC (“**PERKUS**”), subject to the conditions and limitations set forth herein, warrants its clay roof tile to be free from manufacturing defects during the **15 years** period following the initial installation of the roof tile. This Warranty is made only to the original purchaser and any subsequent owner of the property where the roof tile was initially installed. This Warranty will not apply to any roof tile that has been removed from the building on which it was originally installed.

WARRANTY TERMS

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THE PERKUS'S PART

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

Roof 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 roof 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 **PERKUS** and its agents or contractors to photograph the project where the roof tile is, or will be, installed and to enter the project location for that purpose. **PERKUS** may use all photographs of the project (whether taken by **PERKUS**, the contractor, or the project owner) for promotional, training, and other lawful purposes.

THE PERKUS'S PART

In connection with its use of the photographs, **PERKUS** will use reasonable efforts to prevent disclosure of the project owner's identity or the specific location of the project.

WARRANTY TERMS

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LIMITATIONS

PERKUS 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 **PERKUS**'s written instructions; damage caused by the application of clay roof 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 **PERKUS**; 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 roof tile supplied by **PERKUS**.

PERKUS 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 roof 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 roof tile (whether or not supplied by **PERKUS**), or to any cracking, leakage, or other problems caused by any fasteners (whether or not supplied by **PERKUS**).

LIMITATIONS

PERKUS 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 **PERKUS** be liable if replacement material varies in color intensity and/or hue and/or shade in comparison to the original product. If **PERKUS** replaces any material under this Warranty, it may substitute products designated by **PERKUS** 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 Florida, 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 Florida.

THE CUSTOMER'S PART

To obtain performance under this Warranty, the customer shall notify **PERKUS** 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 roof tile installation, in order to provide **PERKUS** 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:

PERKUS USA LLC
3909 NE 163th Street STE 205
North Miami
Florida 33160
Ref.: Warranty Claims

Or by email americas@rcasagrande.com.br.

**WARRANTY
TERMS**

**PERKUS
ROOF TILE**

THE CUSTOMER'S PART

PERKUS shall then promptly investigate the claim. Within a reasonable time after approval of the warranty claim, **PERKUS** 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 **PERKUS**.

WARRANTY TERMS

PERKUS
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OTHER CONDITIONS

This Warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of **PERKUS**. In no event shall **PERKUS** 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 **PERKUS** 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.

This Warranty gives specific legal rights, and other rights can vary from state to state.

