



Limited Warranty and Certificate of Warranty

TRIMLINE BUILDING PRODUCTS (“TRIMLINE”), A DIVISION OF DIVERSI-PLAST PRODUCTS, INC., WARRANTS TO THE OWNER OF THE BUILDING AT THE TIME Distinction™ Tile (“Trimline Products”) WERE ORIGINALLY INSTALLED (“Owner”), ONLY THAT the Trimline Products will not rot, split, splinter or suffer structural damage from normal weather conditions and termite or fungal decay sufficient to cause leakage for a period of fifty (50) years from the date of original purchase or will not blow off or otherwise become damaged by winds less than eighty (80) miles per hour for a period of ten (10) years from the date of original purchase.

TRIMLINE’S LIABILITY UNDER THIS WARRANTY IS LIMITED SOLELY TO REPLACEMENT OF DEFECTIVE TRIMLINE PRODUCTS. OR, AT TRIMLINE’S OPTION, REFUND OF ORIGINAL PURCHASE PRICE OR REASONABLE REPLACEMENT COST (as defined hereinafter). Owner’s sole and exclusive remedy for any claim whatsoever, whether in contract, warranty, tort, strict liability, or otherwise arising out of the use, storage or possession of Trimline Products, including without limitation any claim that Trimline Products failed to perform as warranted, shall be replacement with substitute Trimline Products or refund of the original purchase price. To obtain replacement or refund, the Owner must have returned a copy of this certificate within thirty (30) days of installation and must submit a claim within thirty (30) days of the discovered defect together with this warranty certificate, the original purchase invoice indicating the date of purchase, pictures, a sample of the defective Trimline Products, and a detailed description of the defect to Trimline for settlement at Trimline Building Products, 7425 Laurel Ave., Minneapolis, MN 55426.

THIS WARRANTY SHALL NOT APPLY TO TRIMLINE PRODUCTS THAT HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH MANUFACTURER’S GUIDELINES AND ALL APPLICABLE BUILDING OR SAFETY CODES OR HAVE NOT BEEN PAID IN FULL. This warranty shall not cover damages due to (i) natural disasters, hail over 1.0” in diameter, fire, smoke, chemicals, earthquakes, lightning or static electricity, (ii) causes external to the Trimline Products such as, but not limited to, falling, thrown or blown objects, (iii) the neglect, abuse, misuse (including faulty installation, repair or maintenance), improper transportation, handling or storage of the Trimline Products or other failure to comply with the instructions set forth in the documentation and/or manual accompanying the Trimline Products, (iv) a modification of the Trimline Products not provided by Trimline, (v) a malfunction of any product not provided by Trimline with which the Trimline Products are used or combined, (vi) use, modification or other treatment of the Trimline Products in a manner for which it was not designed or intended, (vii) defects due to inferior building practices, ventilation, snow and ice control, (viii) replacement under or subjection to abnormal use conditions, (ix) normal wear and tear including the natural effects of progressive aging on the color and surface of the tile, (x) foot traffic, (xi) vandalism or other malicious actions, or (xii) Trimline Products blown off by winds in excess of 80 mph. This warranty does not cover product defects on installed roofs where such defects were apparent at or prior to installation.

After fifteen (15) years from the original purchase date, however, if Trimline chooses to pay Reasonable Replacement Cost of the affected products, the amount Trimline may pay will be reduced by the amount of usage the Owner has received of affected products. Thus, Trimline will pay a percentage of the Original Purchase Price of the affected products. The percentage will be determined by dividing the number of months remaining in the warranty by 600 (the number of months in the original warranty period). This percentage will be multiplied times the ORIGINAL PURCHASE PRICE for the affected product. NOTE: Reasonable Replacement Costs covered by this Limited Warranty do not include costs to tear-off, dump fees, flashing, metal work, underlayment related work or related materials, or any labor associated with any replacement.

TRIMLINE’S WARRANTY SHALL APPLY ONLY TO THE TRIMLINE PRODUCTS. IN NO EVENT SHALL TRIMLINE BE LIABLE FOR TRANSPORTATION, LABOR OR OTHER EXPENSES INCURRED BY THE OWNER, OR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. TRIMLINE’S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE TRIMLINE PRODUCTS OR THEIR USE SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE.

THIS WARRANTY MAY BE TRANSFERRED TO NEW OWNER OF THE STRUCTURE AT ANY TIME DURING THE LIFE OF THE WARRANTY. To do so, the original Owner must send a certified letter requesting the transfer, along with a photocopy of the original warranty or purchase contract, and provide the name, address and purchase date of the new Owner to Trimline Building Products, 7425 Laurel Ave., Minneapolis, MN 55426, who will return a warranty to the new Owner.

OWNER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE OR APPLICATION OF ANY TRIMLINE PRODUCT, OR WHETHER TRIMLINE PRODUCTS MEET REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

No person or entity is authorized by Trimline to make, and Trimline shall not be bound by, any statement or representation as to the performance of Trimline Products other than what is contained in this warranty. This warranty shall not be amended or altered except in a written instrument signed by Trimline and Owner.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO TRIMLINE PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Laws from time to time in force in certain jurisdictions may imply warranties that cannot be excluded or can only be excluded to a limited extent. This warranty shall be read and constructed subject to any such statutory provisions. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.



This certifies that (homeowner) _____
 purchased **Distinction™ Tile** on (date) _____

Distinction™ Tile comes with a 50-year Limited Warranty from Trimline Building Products • 7425 Laurel Ave. • Minneapolis, MN 55426 • 800-438-2920 • www.trimline-products.com

Contractor/Company’s Name _____ Telephone Number _____

Date of Installation _____ Number of Squares Installed _____ Product Installed - Part # _____ Color _____

Homeowner’s Name _____ Street Address _____ City, State, Zip _____

Homeowner’s Signature _____ Telephone Number _____

In order to process the warranty, all fields must be completed and sent to Trimline Building Products.



First Class
Letter Rate
Postage
Required

Trimline Building Products
7425 Laurel Ave.
Minneapolis, MN 55426