

# ONDURA®

## MATERIAL WARRANTY

Corrugated sheeting or tile sold under the product name ONDURA ("ONDURA") is warranted by Onduline North America ("Onduline") to the person or entity owning a building or substructure when the ONDURA is installed on it or to the next subsequent purchaser if such owner merely holds the property for sale ("Owner") to be free from manufacturing defects in workmanship or material for the lifetime of the building or substructure to which the ONDURA is attached, or so long as the Owner should own the building or substructure to which the ONDURA is attached, whichever is less. If the Owner shall be other than an individual or sole proprietor, the maximum term of the warranty shall be 25 years from the date of installation. This warranty extends only to the Owner and is not assignable or transferable under any circumstances.

Subject to the conditions set forth below, in the event that the ONDURA or any portion thereof is found to be defective in workmanship or materials, upon presentation of the Warranty Certificate and proof of purchase, or prior filing of the Registration Card, Onduline will exchange new ONDURA for defective ONDURA under the terms of this warranty. Any such replacement ONDURA shall be warranted only for the period applicable to the ONDURA originally purchased. For the first five years from the date of installation, Onduline will furnish replacement ONDURA material for 100% of the defective ONDURA material or ONDURA material which has failed for reasons other than those circumstances listed below. After this five year period, Onduline will then replace defective ONDURA material and prorate over the commercially reasonable life expectancy of the building or substructure the amount which the Owner must contribute to replacement. For the first three years of this warranty period, upon completion of replacement, Onduline will grant a reasonable labor allowance per manufacturer's then current schedule ("the labor allowance") to the Owner for the replacement of the defective ONDURA material. For the fourth year of the warranty period, Onduline will contribute 50 percent of the labor allowance, and for the fifth year of the warranty period will contribute 25 percent of the labor allowance for replacement of the defective ONDURA material. Onduline's obligation to contribute any amount to labor costs shall cease after the fifth year of the warranty period. Costs for removal of existing roofing are not included in the labor allowance.

## EXCLUSIONS

This warranty does not extend to the colored coating applied to the ONDURA which is separately warranted below. This warranty covers only the 12-corrugation style ONDURA material. This warranty applies only to the original installation of the ONDURA and not to any subsequent installation or to ONDURA that has been altered without the expressed written consent of Onduline.

## COATING WARRANTY

Subject to the conditions set forth below, Onduline also warrants that the colored coating applied to the ONDURA during manufacture will not lose adhesion or wash off. This warranty on the colored coating extends for a period of 10 years from the date of installation of the ONDURA. For the first three years of this warranty period, Onduline shall supply free paint and labor allowance to apply the same to replace the colored coating which has not adhered to the ONDURA. After that three year period and during the first month there following, Onduline will credit 70 percent of the cost of paint at its suggested list price against the purchase thereof by Owner and provide 70 percent of the labor allowance to apply the paint upon completion of recoating with paint purchased from Onduline. For each month thereafter, and over the ten year period, Onduline's liability will be limited to a prorated amount of the cost of ONDURA paint and the labor allowance, prorated from its 70 percent obligation downward on a monthly basis. This coating warranty does not apply to normal fading of color change, or an occasional or random crack, chip, blister, or peel of the coating, and applies only to conditions of substantial and material loss of adhesion between the coating and the ONDURA. The finish of such recoated material shall be warranted only for the period applicable to the original finish on the ONDURA and only if properly applied following good application practices such as those in the ONDURA Paint Application & Storage instructions.

## VOIDING OF WARRANTY

ALL WARRANTIES ARE VOID UNLESS THE FOLLOWING CONDITIONS ARE MET:

1. The ONDURA is installed in accordance with Onduline's then most current ONDURA Installation Guidelines, unless Onduline approves any deviation in writing. The ONDURA must be installed using fasteners manufactured or specifically approved by Onduline.
2. Any defect in the ONDURA must NOT have resulted from:
  - (a) any failure or defect in the building or substructure to which the ONDURA is attached including, but not limited to, improper design of the structure, actual installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure;

- (b) extraordinary wear and tear (including, but not limited to, traffic on the roof or impact of falling objects), acts of God (such as lightning, hurricane, tornado, or hail), mold, moss, algae, fungus, misuse, neglect or improper storage or handling of the ONDURA before, during, or after installation.
- (c) moisture accumulation caused by contact with damp or wet insulation or other absorbent materials.
- (d) improper or insufficient ventilation.
- (e) fading or weathering of ONDURA's painted surface, shading or variations in the color or discoloration including that caused by organic materials on the roof.

3. The surface coating is maintained so as to completely cover the ONDURA throughout the life of the warranty.
4. The Owner must supply Onduline with samples and photographs of the allegedly defective ONDURA which Onduline deems sufficient to illustrate the damage and the Owner must not remove the ONDURA until it has given Onduline a reasonable opportunity to examine it.
5. The ONDURA must be installed in North America.

## HOW TO MAKE A WARRANTY CLAIM

You must submit any claims under this warranty in writing together with proof of purchase of the ONDURA to:

ONDURA Customer Services  
Onduline North America, Inc.

4900 Ondura Drive, Fredericksburg, VA 22407.

The most convenient way of establishing a date of purchase and application is to complete, sign and mail attached Registration Certificate to Onduline at the above address promptly following completion of the application of the ONDURA. For questions, please call 800-777-7663.

## DISCLAIMER

The ONDURA is only warranted to be free from defects in workmanship and material. The coating applied to the ONDURA is only warranted against substantial and material loss of adhesion. ONDULINE MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS SET FORTH IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ONDULINE. Onduline makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of ONDURA has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this agreement. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Onduline reserves the right to discontinue or modify any of its products, including color, shape, and size, without notice to the original homeowner, and shall not be liable as a result of such discontinuation or modification. Nor shall Onduline be liable in the event replacement material may vary in color in comparison to the original product as a result of normal weathering. If Onduline replaces any material under this warranty, it may substitute products designated by Onduline to be of comparable quality or price in the event the product initially installed has been discontinued or modified. Onduline shall not be obligated to pay freight charges for delivery of replacement material or paint.

## SOLE REMEDY

The manufacturer's only liability under this limited warranty, or in any action based upon warranty, contract, negligence (of Onduline, its agents or employees), strict product liability or otherwise, is limited to the repair or replacement, at Onduline's option, of ONDURA that Onduline deems defective. The purchaser or Owner and Onduline expressly agree that the remedy of repair or replacement of the defective ONDURA is the exclusive and sole remedy available from Onduline.

## NO CONSEQUENTIAL DAMAGES

ONDULINE'S LIABILITY TO AN OWNER TO WHOM THIS WARRANTY EXTENDS SHALL NOT EXCEED ONDULINE'S SALE PRICE FOR THE ONDURA AND ALLOWANCES AS SET OUT ABOVE. ONDULINE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE OR DEFECT IN THE ONDURA OR THE COATING, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REVENUE, LOSS RELATED TO BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS. 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.

If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect. This warranty shall be interpreted under Virginia law and any legal action relating to the warranty shall be brought only in Virginia courts. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**REGISTRATION CERTIFICATE**

Owner \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (    ) \_\_\_\_\_  
Type of Building (circle one):      Farm - Commercial - Residential - Other  
(explain): \_\_\_\_\_  
New or Re-Roof (circle one)  
Building Use \_\_\_\_\_  
Building Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date ONDURA Purchased \_\_\_\_\_  
Date ONDURA Installed \_\_\_\_\_  
Sheets or Tile (circle one) \_\_\_\_\_  
Number Sheets/Tile Installed \_\_\_\_\_  
Color \_\_\_\_\_  
How did you become aware of ONDURA (circle one):  
Website - Advertisement - Internet Search - Friend - Other  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TO: 4900 Ondura Drive, Fredericksburg, VA 22407. 800-777-7663

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**FOR WARRANTY INFORMATION -- SEE OTHER SIDE**