



BattenUP Batten

15 Year , Fully Transferable, Prorated Product Warranty

The express limited Warranty covers performance of only BattenUP battens produced by Battens Plus, Inc. Battens Plus, Inc. does not warranty the roofing tile, underlayment or any other accessory materials or components of the tile roof system.

Battens Plus, Inc warrants that each BattenUP batten will be free from manufacturing defects for 15 years from the time of installation and will meet or exceed all strength tests established by the International Conference of Building Officials (ICBO) as such tests are in existence as of the date of manufacture.

Battens Plus, Inc. specifically warrants that its properly installed BattenUP battens: 1) will not be damaged by heat as exists naturally under the tile roof; 2) will not delaminate as a result of temperature change or weathering; 3) will not deteriorate for the life of the warranty.

If any of your Battens Plus BattenUP battens are found to exhibit the specified defects covered under this Warranty, Battens Plus, Inc. will furnish at its option new BattenUP battens, free of charge, to replace each defective batten or refund the prorated purchase price of each defective batten. Battens Plus, Inc. reserves the right to test any BattenUP batten before providing a replacement batten or reimbursement.

Specific Exclusions: This Warranty does not cover (a) damage to the BattenUP battens caused during installation; (b) BattenUP battens not installed in accordance with installation instructions set forth in the ER-6106 evaluation report Installation Guide and installation instructions given by the roof tile manufacturer; (c) damage to the BattenUP batten caused by roof traffic or foreign objects falling on the roof; (d) damage to BattenUP battens caused by hurricanes, tornadoes or other acts of God; (e) color changes or variations of the color hue or physical deterioration of the color for any reasons including, but not limited to weathering, oxidation or air pollutants; (f) BattenUP battens that have been exposed to direct sunlight longer then (120) days; (g) BattenUP battens that have been installed more than one time.

The foregoing is the entire express Limited Product Warranty of Battens Plus, Inc.

Battens Plus, Inc. hereby disclaims all other express, implied and statutory warranties where allowable by law for this product including the implied warranties of merchantability and fitness for a particular purpose.

No other person either employee, agent or otherwise, is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in Battens Plus, Inc.'s general advertising pamphlets or other printed materials do not constitute a warranty and shall not be binding on Battens Plus, Inc. except as expressly set forth in this document.

Battens Plus, Inc. shall in no event be liable under any circumstances for incidental or consequential damages, or for any damages to any structure or its contents or its occupants. This express limited product warranty excludes all labor costs.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not be applicable to a roof tile registered owner who is deemed a consumer under local statutes.

Claims under this Warranty will be honored only if the following conditions are met: 1) Registration of the roof tile manufacturer that is installed over the BattenUP battens, has been properly executed as required by the roof tile manufacturer's warranty. **IN THE EVENT THIS WARRANTY CERTIFICATE HAS NOT BEEN PROPERLY REGISTERED WITH THE ROOF TILE MANUFACTURER, THE DURATION OF THIS EXPRESS LIMITED WARRANTY SHALL BE LIMITED TO TWO (2) YEARS FROM THE DATE OF ORIGINAL INSTALLATION;** 2) the registered owner notifies Battens Plus, Inc. (30) days after the facts on which the claim is based became known and proof of registration with the tile manufacturer that was installed over the BattenUP batten is provided; and 3) Battens Plus, Inc. has an opportunity to investigate and approve the claim.

This Warranty is automatically transferred to the subsequent owners as designated in the roof tile manufacturer's warranty.

This Warranty gives the registered owners of the structure covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state.

For more information concerning your warranty, contact:

Battens Plus, Inc.
(530) 620-5287