# Weather Stopper® Golden Pledge® Warranty

Warranty

Updated: 11/10



# The Legal Stuff

IMPORTANT NOTICE TO PROPERTY OWNER: THANK YOU FOR CHOOSING THE GOLDEN PLEDGE® Limited Warranty! <u>This is an interim warranty</u> IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER THIS WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR PERMANENT WARRANTY FROM GAF-ELK IN THE MAIL WITHIN 60 DAYS. YOU SHOULD CALL GAF-ELK AT: 1-888-532-5767. OPTION 1.

What is Covered/Excluded. This warranty covers your complete GAF-Elk Corporation Weather Stopper® Roof System, which includes your GAF-Elk roofing shingles, GAF-Elk starter strips, GAF-Elk ridge cap shingles, GAF-Elk attic ventilation products, GAF-Elk leak barrier, GAF-Elk roof deck protection, and GAF-Elk accessory paint (the "Weather Stopper® System"). This warranty does not warrant against manufacturing defects in any non-GAF-Elk roofing products (such as roofing nails). Eligible Low Slope Roofing Products are covered by a separate Golden Pledge® Ltd. Warranty Addendum For Low Slope Roofs. Misapplication of the Weather Stopper® System and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered.

Warranty Term. Warranty coverage begins when your roof has been installed. Warranty coverage against manufacturing defects in your Weather Stopper® System extends to the end of the warranty term stated below based on the shingle you install. Warranty coverage against application defects in your Weather Stopper® System or Covered Flashings lasts for the first 20 years after application. Protection against wind damage and failure to seal lasts for the first 15 years after application. Algae discoloration (if applicable) is covered for the first 10 vears after application.

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	Term for	Wind	Wind
	Mfg. Defects	Speed	Speed
Shingle Installed	(yrs.)†	(mph/kmh)	(mph/kmh)*
Royal Sovereign®	25	60/96	n/a
Marquis® WeatherMax®	30	80/130	n/a
Timberline® Natural Shadow™	30	70/110	100/160
Timberline® Prestique® 30	30	80/130	110/175
Timberline® Prestique® 40	40	80/130	110/175
Timberline® Armor Shield™II	Lifetime	110/175	130/209
Timberline® Cool Series	Lifetime	90/145	130/209
Timberline® Prestique® Lifetime	Lifetime	90/145	130/209
Slateline®	Lifetime	110/175	130/209
Capstone®	Lifetime	80/130	130/209
Grand Sequoia®	Lifetime	80/130	130/209
Grand Canyon™	Lifetime	100/160	130/209
Country Mansion®	Lifetime	110/175	130/209
Grand Slate™	Lifetime	110/175	130/209
Camelot®	Lifetime	110/175	130/209

\*For Master Flow® ventilation products, the warranty term for manufacturing defects is 20 years (except motors and electronic components, which have 5-year coverage). (Note: Some Master Flow® products may have extended coverage under the standard Master Flow® litd. warranty.) For GAF-Elk accessory paint, the warranty term for manufacturing defects is one year.

\*Maximum Wind Speed applies only when shingles are installed using six nails per shingle and certain GAF-Elk starter strip products (only those with factory-applied adhesive) are installed at the eaves and rakes. Shingles must be installed in strict accordance with application instructions, particularly in regard to nail placement. Otherwise, wind coverage reverts to Standard Wind Speed.

Limited Warranty. GAF Warranty Company LLC, a subsidiary of GAF-Elk Corporation (collectively, "GAF-Elk")<sup>1</sup>, warrants to you, the registered owner of a Weather Stopper® Roof System, that GAF-Elk will compensate you in accordance with this warranty if:

- (1) Your GAF-Elk Weather Stopper® System does not remain free from manufacturing defects for the warranty term stated above or there are application errors in your Weather Stopper® System or Covered Flashings that adversely affect their performance during the warranty term for application defects, or
- (2) Your GAF-Elk Weather Stopper® System is damaged by winds up to the applicable wind speed (including gusts) listed above or your shingles fail to seal during the first 15 years, or
- (3) In the event that you purchased shingles with StainGuard® Protection, blue-green algae (also known as cyanobacteria) causes a pronounced discoloration of your StainGuard® labeled shingles during the first 10 years. Note: Preventing the pronounced algae-related discoloration of your shingles is achieved through formulations or through unique blends of granules.

<sup>1</sup>While GAF Warranty Company is the primary warrantor under this warranty, GAF-Elk Corporation stands behind GAF Warranty Company's obligations hereunder and guarantees that payments will be made.

Exclusive Remedies. Your exclusive remedy for any part of your GAF-Elk Weather Stopper® System that does not perform as stated above is:

## (1) For Manufacturing Defects.

(a) Non-Prorated Period. The Non-Prorated Period for your Weather Stopper® System depends on the shingle installed. When "Lifetime" shingles are installed, the Non-Prorated Period (except for Master Flow® ventilation products and GAF-Elk accessory paint) is the first 50 years after application for single family detached residences (20 years for all other structures); for all other shingles, the Non-Prorated Period is the first 20 years.

For Master Flow® ventilation products, the Non-Prorated Period is 20 years (except for motors and electronic components, which have 5-year cover-

For GAF-Elk accessory paint, the Non-Prorated Period is one year.

During the Non-Prorated Period, if any part of your GAF-Elk Weather Stopper® System is found to have a manufacturing defect, GAF-Elk will arrange to have your roof repaired or recovered or, at its sole option, will provide you with replacement roofing products and reimburse you for the full reasonable cost of labor (\$25 maximum for accessory paint) and other materials to repair or recover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF-Elk Weather Stopper® System and disposal are included, if necessary to repair your roof.

Note: Shingle blow-offs/wind damage/failure to seal and algae discoloration are covered separately below.

b) Subsequent Claims. After the Non-Prorated Period, if there is a covered manufacturing defect, the repair or recover cost which GAF-Elk will pay, and the roofing products to be provided, will be reduced to reflect the amount of use you have received from your roof. The amount of use will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty term. For installations where a "Lifetime" shingle has been installed on a single family detached residence, the prorated value of your Weather Stopper® System after 50 years will be 10%. For installations where a "Lifetime" shingle has been installed on a structure other than a single family detached residence, the following proration factors will apply to your Weather Stopper® System:

### Proration Schedule For The Weather Stopper® System Where "Lifetime" Shingles Are Installed On Structures Other Than Single Family Residences:

Years Of	Proration	Years Of	Proration
Service	Adjustment	Service	Adjustment
21-22	60%	31-32	35%
23-24	55%	33-34	30%
25-26	50%	35-40	25%
27-28	45%	41-50	20%
29-30	40%	51-Lifetime	10%

After the Non-Prorated Period, GAF-Elk's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement shingles before any reduction for use. GAF-Flk's maximum liability for labor to repair GAF-Elk accessory paint shall not exceed \$25.

# (2) For Misapplication.

If during the warranty term for misapplication any part of your GAF-Elk Weather Stopper® System or Covered Flashings is found to have application errors that adversely affect their performance, GAF-Elk will arrange to have your roof repaired or recovered or, at its sole option, will provide you with replacement roofing products and reimburse you for the full reasonable cost of labor (\$25 maximum for GAF-Elk accessory paint) and other materials to repair or recover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF-Elk Weather Stopper® System and disposal are included, if necessary to repair

### (3) For Wind Damage/Blow-Offs/Failure To Seal (15 year coverage).

If your Weather Stopper® products do blow off, experience wind damage, or your shingles fail to seal, GAF-Elk's contribution to you is the reasonable costs of replacing the blown-off products (exclusive

of metal work or flashings) and hand-sealing any unsealed shingles. GAF-Elk's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles on your roof.

- (4) For Algae Discoloration (10 year coverage if you purchased shingles labeled with the StainGuard®
  - (a) If your shingles have been applied for less than one year, GAF-Elk's contribution will be either the cost of cleaning your shingles or the cost to repair or recover your discolored shingles, up to a maximum of the original installed cost of the affected shingles.
  - (b) For the next 9 years, GAF-Elk's contribution to you will be based on the reasonable cost of replacement shingles, adjusted to reflect the amount of use you have received from your shingles.

Decisions as to the extent of repair, recover or cleaning required, and the reasonable cost of such work will be made solely by GAF-Elk. The remedy under this warranty is available only for those parts of your GAF-Elk Weather Stopper® System actually exhibiting manufacturing defects, misapplication (including misapplication of Covered Flashings) or blue-green algae growth at the time of settlement. Any replacement GAF-Elk Weather Stopper® products will be warranted only for the remainder of the original warranty period. GAF-Elk reserves the right to discontinue or modify its shingles, including the colors available, so any replacement shingles may not be an exact match for the shingles on your roof. Even if GAF-Elk does not modify a color. replacement shingles may not match your original shingles due to normal weathering, manufacturing variations, or other factors.

Transferability; Remedy for New Owner. This limited warranty may be transferred only once. The second owner must notify GAF-Elk in writing within 60 days after the property transfer has occurred for any coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.)

If the transfer takes place within the first 20 years after application, the second owner shall be entitled to all benefits contained in this warranty. If the transfer takes place after the first 20 years after application, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF-Elk's reimbursement to the second owner will be based on the reasonable cost of replacement Weather Stopper® products, reduced by the amount of use that has been received from your Weather Stopper® products from date of installation.

Limitations on Coverage. GAF-Elk will NOT be liable for and this warranty does NOT apply to:

- (1) Damage to your GAF-Elk Weather Stopper® System resulting from anything other than an inherent manufacturing defect in the GAF-Elk Weather Stopper® System products on your roof, their misapplication or their failure to seal, or the misapplication of Covered Flashings, such as:
  - (a) inadequate attic ventilation.
  - (b) settlement, movement, or defects in the building, walls, foundation or the roof base over which your roof system was applied.
- (2) Damage to your GAF-Elk Weather Stopper® System resulting from causes beyond normal wear and tear
  - (a) acts of nature, such as hail, winds (or gusts) over the applicable wind speed listed above, or ice damming above the area covered by leak barriers or above flashings.
  - (b) impact of foreign objects or traffic on the roof.
  - (c) improper storage or handling of any roofing products.
- (3) Shading or variations in the color of your shingles, or discoloration caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles were labeled with the StainGuard® logo) or other contaminants, including that caused by organic materials on the roof.
- (4) Chipping, fading, or peeling paint on Master Flow® ventilation products.
- (5) Damages caused by, or the cost to repair or replace, products not supplied by GAF-Elk, including, but not limited to, counter flashing, or GAF-Elk products not specifically included above.
- (6) Improperly designed or installed gutter or downspout systems.

(7) Damage to the interior or exterior of any building, including, but not limited to, mold growth.

(8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, rooftop satellite dishes or other radio/tv devices, counter flashing, or flashings other than those specifically included above.

Claims: What You Must Do. To file a claim, including during the first two years, you must send a notice in writing, together with proof that this warranty was registered to you (and proof of transfer if the second owner has properly transferred coverage), to: GAF-Elk, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, within 30 days after your discovery of the alleged claim. Any claim for shingles which have been replaced prior to GAF-Elk's receipt of written notice and on-site inspection may be denied. NOTE: Notice to your contractor or dealer is NOT notice to GAF-Elk. Within a reasonable time after proper notification. GAF-Elk will evaluate your claim and resolve it in accordance with the terms of this warranty. GAF-Elk may require you to submit, at your expense, sample roofing products for testing and photographs. You should retain this certificate for your records in the event you need to file a claim.

**Sole and Exclusive Warranty.** THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF-Elk Corporation and represents the SOLE REMEDY available to any owner of GAF-Elk's Weather Stopper® products. GAF-Elk makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. GAF-ELK WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

Modification of Warranty. This limited warranty may not be changed or modified except in writing, signed by an officer of GAF-Elk. No one (other than an officer of GAF-Elk) has authority to assume any additional liability or responsibility for GAF-Elk in connection with your Weather Stopper® products except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction.

Special Note: First Two Years. If your claim arises out of an application error in your Weather Stopper System or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite™ roofing contractor to make all necessary repairs. In the event that your Master Elite roofing contractor is unable or unwilling to perform these repairs, GAF-Elk will arrange to have your roof repaired.

Special Note: Ventilation/Flashings. Due to the design of certain buildings, installation of minimum adequate ventilation or the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

Effectiveness: This limited warranty will not take effect unless all eligibility requirements have been satisfied and your roofing contractor has been paid in full.