

## GAF-Elk Weather Stopper® System Plus Ltd. Warranty

**What is Covered/Excluded.** This warranty covers all GAF-Elk Corporation ("GAF-Elk") products installed on your roof (the "Weather Stopper® products"), except for low slope roofing (see separate System Plus Ltd. Warranty Addendum For Low Slope Roofs for eligible systems and registration details). This warranty does not cover any non-GAF-Elk roof products.

**Warranty Term.** For all installations except newly constructed homes, coverage begins when your Weather Stopper® products are installed. For a newly constructed home built by a GAF-Elk Authorized Home Builder, coverage begins when you take title to the property (see Transferability section below). Coverage against manufacturing defects in your Weather Stopper® products (except for HeavenScape® skylights, Master Flow® products, and GAF-Elk accessory paint) extends to the end of the warranty term stated below based on the shingle you install. For HeavenScape® skylights, the warranty term for manufacturing defects is 20 years on the glass and 15 years on all other components (except motors and electronic components, which have 5-year coverage). For Master Flow® ventilation, the warranty term for manufacturing defects is 15 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® Ltd. Warranty.) For GAF-Elk accessory paint, the warranty term for manufacturing defects is one year. Coverage for wind damage or the failure of your shingles to seal extends for the first 10 years on Lifetime shingles and the first 5 years on all other shingles after application. Algae discoloration (if applicable) is covered for the first ten years after application. Note: If cut-up GAF-Elk strip shingles are used instead of Timbertek, Ridglass, or other eligible ridge cap product, the warranty term and Smart Choice® Protection Period for the cut-up strip shingles is as shown for that shingle below (i.e., it does NOT assume the warranty term for the shingles used in the field of the roof).

Shingle Installed	Warranty Term for Mfg. Defects (yrs.)	Smart Choice® Protection Period (yrs.)†	Standard Wind Speed (mph)	Bonus Wind Speed (mph)*
Royal Sovereign®	25	15	60	n/a
Marquis® WeatherMax™	30	15	80	n/a
Timberline® Natural Shadow™	30	15	70	90
Timberline® Prestique® 30	30	15	80	110
Timberline® Prestique® 40	40	15	80	110
Prestique® Xtra™	40	15	80	130
Prestique® Grandé®	40	15	80	110
Prestique® Cool Colors	40	15	80	110
Timberline® Prestique® Lifetime	Lifetime	50	90	130
Slateline®	Lifetime	50	110	130
Capstone®	Lifetime	50	80	130
Grand Sequoia®	Lifetime	50	80	130
Grand Canyon™	Lifetime	50	100	130
Country Mansion®	Lifetime	50	110	130
Grand Slate™	Lifetime	50	110	130
Camelot®	Lifetime	50	110	130

†50 year Smart Choice® protection period applies **only** to single family detached residences; for all other structures, Smart Choice® protection period is 15 years. The Smart Choice® protection period for HeavenScape® skylights and Master Flow® ventilation is 15 years (except motors and electronic components, which have 5-year coverage). The Smart Choice® protection period for accessory paint is 1 year.

\*Bonus 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) is installed at the eaves and rakes. Otherwise, wind coverage reverts to Standard Wind Speed.

**Limited Warranty.** GAF-Elk warrants to you, the registered owner of covered Weather Stopper® products, that GAF-Elk will compensate you if:

- (1) Your Weather Stopper® products do not remain free from manufacturing defects that adversely affect their performance (including that the glass on your HeavenScape® skylights will not develop materially reduced transparency) for the warranty term stated above, or
- (2) Your Weather Stopper® products are damaged by winds up to the maximum wind speed listed above during the first 10 years for Lifetime shingles and the first 5 years for all other shingles, **provided** that thermal sealing of your shingles has occurred, or
- (3) In the event that you purchased shingles with StainGuard® Protection, blue-green algae (also known as cyanobacteria or gloeocapsa magma) causes a pronounced discoloration of your StainGuard® labeled shingles during the first 10 years.

**Exclusive Remedies.** Your exclusive remedy for any covered Weather Stopper® product that does not perform as stated above is:

### (1) For Manufacturing Defects.

(a) During the Smart Choice® Protection Period, GAF-Elk will pay you the full reasonable cost of labor (\$150 maximum for each HeavenScape® skylight and \$25 maximum for accessory paint) to repair or recover any part of your Weather Stopper® products that is found to have a manufacturing defect that affects performance, and will provide replacement Weather Stopper® products. The costs of labor to **tear off** some or all of your GAF-Elk Weather Stopper® System are included, if necessary, to repair

your roof. GAF-Elk will **not** pay costs to **dispose of** any roof products. Note: Blow-offs and failure of your shingles to seal are covered separately.

(b) After the Smart Choice® Protection Period, the repair or recover cost which GAF-Elk will pay, and the roof 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 shingles that carry a warranty term of "Lifetime," and which are installed on single family detached residences, the prorated value of your Weather Stopper® products after 50 years will be 10%. For shingles that carry a warranty term of "Lifetime," and which are installed on structures other than single family detached residences, the following proration factors will apply to your Weather Stopper® products:

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

Years Of Service	Proration Adjustment	Years Of Service	Proration Adjustment
16	75%	29-30	40%
17-18	70%	31-32	35%
19-20	65%	33-34	30%
21-22	60%	35-40	25%
23-24	55%	41-50	20%
25-26	50%	51-Lifetime	10%
27-28	45%		

After the Smart Choice® Protection 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-Elk's maximum liability for labor to repair any HeavenScape® skylight shall NOT exceed \$150 per skylight and \$25 for GAF-Elk accessory paint.

### (2) For Wind Damage

(10 year coverage on Lifetime shingles, 5 year coverage on all other Weather Stopper® products).

If your Weather Stopper® products are blown off or damaged by winds up to the maximum wind speed listed above after thermal sealing of your shingles should have occurred and did not due to a manufacturing defect, GAF-Elk will reimburse you only for the reasonable costs of replacing the blown-off Weather Stopper® products and hand sealing any remaining unsealed shingles.

**Note:** All self-sealing shingles, including GAF-Elk's, must be subjected to warm sunlight for several days before full thermal sealing can occur. Shingles installed in fall or winter may not seal until the following spring. Shingles which are not exposed to direct sunlight or to adequate surface temperatures or are not fastened properly may never seal. Failure to seal or shingles that blow off under these circumstances result from the nature of self-sealing shingles, not a manufacturing defect.

### (3) For Algae Discoloration (10 year coverage, if you purchased shingles with the StainGuard® logo).

(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 shingles, as described above, up to a **maximum** of the original installed cost of the affected shingles.

(b) For the next nine years, GAF-Elk's contribution will be based on the reasonable cost of replacement shingles, adjusted to reflect the amount of use you have received from your shingles.

**Note:** Preventing the pronounced algae-related discoloration of your shingles is achieved through formulations or through unique blends of granules.

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. GAF-Elk reserves the right to arrange directly for your roof products to be repaired, recovered or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those Weather Stopper® products actually exhibiting manufacturing defects or blue-green algae growth at the time of settlement. Any replacement 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.

**Transferability; Remedy for New Owner.** This limited warranty may be **transferred only once**. The second owner must notify GAF-Elk in writing within 30 days after the property transfer has occurred for any coverage to be transferred. (Other than this one transfer, this warranty may **not** be assigned, directly or indirectly.) **Note:** If this warranty is initially registered by a GAF-Elk Authorized™ Home Builder, the buyer of the home must notify GAF-Elk in writing within 30 days of taking title to the property for coverage to be transferred. For the purposes of transferability, the homebuyer will be considered the first owner under this warranty.

If the transfer takes place within the first 12 years after installation, the second owner shall be entitled to all benefits contained in this

warranty. If the transfer takes place after the first 12 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 only on the reasonable cost of replacement Weather Stopper® products, reduced by the amount of use that has been received from the roof from date of installation.

**Limitations on Coverage.** Even if your roofing system was not properly installed according to GAF-Elk's application instructions, this limited warranty remains in effect if your Weather Stopper® products exhibit manufacturing defects, wind damage, or algae discoloration (if applicable). However, GAF-Elk will NOT compensate you for:

(1) Damage to your Weather Stopper® products resulting from anything other than an inherent manufacturing defect in your Weather Stopper® products, such as:

(a) improper fastening of your shingles or application of your Weather Stopper® products not in strict accordance with GAF-Elk's printed application instructions.

(b) settlement, movement or defects in the building, walls, foundation or the roof base over which your roof system was applied.

(c) inadequate attic ventilation.

(2) Damage to your Weather Stopper® products resulting from causes beyond normal wear and tear such as:

(a) acts of nature, such as hail or winds/gusts over the maximum wind speed listed above, or ice damming above the area covered by GAF-Elk's leak barriers or above flashings.

(b) impact of foreign objects or traffic on the roof.

(c) improper storage or handling of any Weather Stopper® products.

(3) Shading or variations in the color of your shingles, or discoloration or contamination caused by fungus, algae (unless your shingles were labeled with the StainGuard® logo) or other contaminants, including that caused by organic materials on the roof.

(4) Changes in the color of the wood or exterior aluminum on HeavenScape® skylights caused by ultraviolet rays.

(5) Chipping, fading, or peeling paint on Master Flow® ventilation products.

(6) Labor costs, except as specifically provided for above, disposal costs, and costs relating to metal work, flashings, or non-GAF-Elk underlayments.

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

**Note:** Fogging or condensation on skylights resulting from interior building humidity or indoor/outdoor temperature differentials is a result of environmental conditions, not a manufacturing defect.

**Claims: What You Must Do.** To file a claim under this Warranty, you must send written notice of claim, together with proof that this warranty was registered to you (or 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. **NOTE: Notice to your installer, dealer, or home builder 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 roof products for testing and photographs.

**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.

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