

GAF-Elk Weather Stopper System Plus

Limited Warranty

Updated: 7/09



*Quality You Can Trust Since 1886...
From North America's Largest Roofing Manufacturer™*

The Legal Stuff

What is Covered/Excluded. This System Plus 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, such as roofing nails.

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 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 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 Timberline, 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 / km/h) | Maximum Wind Speed (mph / km/h)* |
|-----------------------------------|---------------------------------------|---|----------------------------------|----------------------------------|
| Royal Sovereign® | 25 | 20 | 60/96 | n/a |
| Marquis® WeatherMax® | 30 | 20 | 80/130 | n/a |
| Timberline® Natural Shadow™ | 30 | 20 | 70/110 | 100/160 |
| Timberline® Prestique® 30 | 30 | 20 | 80/130 | 110/175 |
| Timberline® Prestique® 40 | 40 | 20 | 80/130 | 110/175 |
| Timberline® Canadian 40™** | 40 | 20 | 80/130 | 110/175 |
| Timberline® Prestique® Grandé® 40 | 40 | 20 | 80/130 | 110/175 |
| Timberline® ArmorShield™ II | Lifetime | 50 | 110/175 | 130/209 |
| Timberline® Prestique® Lifetime | Lifetime | 50 | 90/145 | 130/209 |
| Stateline® | Lifetime | 50 | 110/175 | 130/209 |
| Capstone® | Lifetime | 50 | 80/130 | 130/209 |
| Grand Sequoia® | Lifetime | 50 | 80/130 | 130/209 |
| Grand Canyon® | Lifetime | 50 | 100/160 | 130/209 |
| Country Mansion® | Lifetime | 50 | 110/175 | 130/209 |
| Grand Slate™ | Lifetime | 50 | 110/175 | 130/209 |
| Camelot® | Lifetime | 50 | 110/175 | 130/209 |

†50 year Smart Choice® protection period applies **only** to single family detached residences; for all other structures, Smart Choice® protection period is 20 years. The Smart Choice® protection period for 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.

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.

**Available only in Canada.

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

- Your Weather Stopper® products do not remain free from manufacturing defects that adversely affect their performance for the warranty term stated above, or
- Your Weather Stopper® products are damaged by winds up to the applicable wind speed (including gusts) listed above during the first 10 years when Lifetime shingles are installed (or the first 5 years when other shingles are installed), **provided** that thermal sealing of your shingles has occurred and your shingles have been fastened strictly in accordance with GAF-Elk's application instructions (particularly in regard to nail placement), or your shingles fail to seal due to a manufacturing defect, or
- Blue-green algae (also known as cyanobacteria) causes a pronounced discoloration of your **StainGuard® labeled** shingles during the first 10 years, if you purchased StainGuard® labeled shingles. Note: Preventing the pronounced algae-related discoloration of your shingles is achieved through formulations or through unique blends of granules.

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

(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 |
|------------------|----------------------|------------------|----------------------|
| 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 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 GAF-Elk accessory paint shall NOT exceed \$25.

(2) For Wind Damage/Blow-Offs/Failure To Seal: (10 year coverage when Lifetime shingles are installed, 5 year coverage when other shingles are installed).

If your Weather Stopper® products do blow off, experience wind damage, or your shingles fail to seal, GAF-Elk's contribution to you is for 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.

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 labeled 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.

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. 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.) 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 60 days of taking title to the property for coverage to be transferred. For the purposes of transferability, the home buyer will be considered the first owner under this warranty.

If the transfer takes place within the first 20 years after installation, 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, but not to exceed the original warranty term. 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 your Weather Stopper® products 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 applicable 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) Chipping, fading, or peeling paint on Master Flow® ventilation products.

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

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

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. 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 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.