

# System Plus Ltd. Warranty Legal Stuff

**What is Covered/Excluded.** This warranty covers the GAF Materials Corporation ("GAFMC") Weather Stopper® products installed on your roof, 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-GAFMC 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 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 HeavenScape® and Master Flow® products) 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 12 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 12 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.) 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 GAFMC strip shingles are used instead of Timberlex, PacificRidge, 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.)†	Dollar/ Sq. Value	Max. Wind Speed (mph)
Royal Sovereign®	25	12	\$30	60
Marquis® WeatherMax®	30	12	35	80
Timberline® 30	30	12	40	70
Timberline® Select 40™	40	12	45	80
Timberline® Ultra®	Lifetime	50	55	110*
Slateline®	Lifetime	50	55	110
Grand Timberline™	Lifetime	50	70	110
Grand Sequoia™	Lifetime	50	90	110*
Grand Canyon™	Lifetime	50	120	110*
Country Mansion®	Lifetime	50	120	110
Grand Slate™	Lifetime	50	130	110
Camelot™	Lifetime	50	140	110

†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 12 years (except motors and electronic components, which have 5-year coverage).

\*110 mph warranty applies **only** when shingles are installed using six nails per shingle and (a) for Timberline Ultra shingles, Timberlex Ridge Cap shingles are also installed (note: on the West Coast, any GAF Ridge Cap may be used) or (b) if Grand Sequoia or Grand Canyon shingles are installed, any GAF Ridge Cap shingle is also installed. Otherwise, wind warranty is 90 mph on Timberline Ultra shingles, 80 mph on Grand Sequoia shingles, and 100 mph on Grand Canyon shingles.

**Limited Warranty.** GAF Materials Corporation warrants to you, the registered owner of covered Weather Stopper® products, that GAFMC 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 Algae-Eater™ Protection, blue-green algae causes a pronounced discoloration of your 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, GAFMC will pay you the full reasonable cost of labor (\$150 maximum for each HeavenScape® skylight) 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 or components. The costs of labor to **tear off** some or all of your GAFMC Weather Stopper® System are included, if necessary, to repair your roof. GAFMC will **not** pay costs to **dispose** of any roof products.

(b) After the Smart Choice® Protection Period, the repair or recover cost which GAFMC 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, GAFMC's maximum liability for any roof shall NOT exceed three times the Dollar Per Square Value (before any reduction for use). GAFMC's maximum liability for labor to repair any HeavenScape® skylight shall NOT exceed \$150 per skylight.

### (2) For Wind Damage

(10 yr. coverage on Lifetime shingles, 5 yr. 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, GAFMC 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 GAFMC'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 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 applicable).

(a) If your shingles have been applied for less than one year, GAFMC'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, GAFMC's maximum contribution will be based upon the Dollar Per Square Value, reduced by 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 GAFMC. GAFMC 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. GAFMC 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 not be transferred or assigned, directly or indirectly, except for one transfer as follows:

(a) The second owner must notify GAFMC in writing within 30 days after the property transfer has occurred for any coverage to be transferred. Note: If this warranty is initially registered by a GAF Authorized Home Builder, the buyer of the home must notify GAFMC in writing within 30 days of taking title to the property for coverage to be transferred. For the purposes of transferability, the buyer will be considered the first owner under this warranty.

(b) 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.

(c) 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, GAFMC's reimbursement to the second owner will be based only on the Dollar Per Square Value, 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 GAFMC'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, GAFMC 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 GAFMC'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 or application of shingles directly to insulation or to an insulated deck unless prior written authorization is obtained from a GAFMC Contractor Services Manager. Note: Minimum net free ventilation area of 1 sq. foot per 150 sq. feet of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq. foot per 300 sq. feet.

(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 over the maximum wind speed listed above, or ice damming above the area covered by GAFMC'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 sold with Algae-Eater™ Protection) or other contaminants.

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

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

(6) 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.

**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 Materials Corporation and represents the SOLE REMEDY available to any owner of GAFMC's shingles. GAFMC makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. GAFMC 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 GAFMC. No one (other than an officer of GAFMC) has authority to assume any additional liability or responsibility for GAFMC 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.

**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: GAFMC, 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 GAFMC.** Within a reasonable time after proper notification, GAFMC will evaluate your claim and resolve it in accordance with the terms of this Warranty. GAFMC may require you to submit, at your expense, sample roof products for testing and photographs.

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