

# Great Protection – The GAF Smart Choice® Shingle Limited Warranty

## Limited Warranty On GAF Materials Corporation Roofing Shingles

**Limited Warranty.** GAF Materials Corporation (GAFMC) warrants to you, the original owner of its roofing shingles, that GAFMC will compensate you in accordance with this warranty if (1) your roofing shingles do not remain free from manufacturing defects that (a) adversely affect their performance for the Smart Choice® Protection Period stated below or (b) cause leaks for the remainder of the warranty term stated below, or (2) they are damaged by winds up to the maximum wind speed stated below during the first 5 years (10 years for Slateline® shingles), **provided** that thermal sealing of the shingles has occurred, or (3) in the event that you purchased shingles with Algae-Eater™ Protection, and blue-green algae causes a pronounced discoloration of your shingles during the first 7 years for Sentinel® shingles and the first 10 years for all other shingles.

Shingle	Warranty Term for Mfg. Defects (yrs.)	Smart Choice® Protection Period (yrs.)	Dollar Per Square Value	Max. Wind Speed(mph)
Sentinel®	20	3	\$25	60
JUMBO Royal Sovereign®	20	5	34	60
Royal Sovereign®	25	5	30	60
Marquis® WeatherMax®	30	5	35	80
Timberline® 30	30	5	40	70
Timberline® Select 40™	40	5	45	80
Timberline® Ultra®	Lifetime	10	55	110*
Slateline®	40	10	55	110
Grand Sequoia®	Lifetime	10	90	110**
Grand Canyon™	Lifetime	10	120	110**
Country Mansion™	Lifetime	10	120	80
Country Estates™	Lifetime	10	120	80

\*110 mph warranty applies **only** when: (a) product is installed using six nails per shingle and (b) product is installed with Timberflex® Ridge Cap shingles (Note: On the West Coast, any GAF Ridge Cap shingle may be used). Otherwise, wind warranty is 90 mph.

\*\*110 mph warranty applies **only** when: (a) product is installed using six nails per shingle and (b) product is installed with any GAF Ridge Cap shingle. Otherwise, wind warranty is 80 mph on Grand Sequoia and 100 mph on Grand Canyon shingles.

### Exclusive Remedies.

For any shingles that do not perform as stated above, GAFMC will contribute to the cost of either repairing or recovering your shingles, as follows:

#### (1) For Manufacturing Defects.

(a) During the Smart Choice® Protection Period, GAFMC will pay you the full reasonable cost of labor to repair or recover the defective shingles (exclusive of underlayment, metal work or flashings), and will provide replacement shingles. GAFMC will **not** pay costs to tear off your shingles or to dispose of them.

(b) After the Smart Choice® Protection Period, GAFMC's contribution to you will be based on either the Dollar Per Square Value or, at GAFMC's sole option, on providing replacement shingles. The contribution that you will receive will be calculated by adjusting the Dollar Per Square Value (or the number of replacement shingles) to reflect the amount of use you have received from your shingles, which will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty period. For shingles that carry a warranty term of "Lifetime," the following proration factors will apply:

Years Of Service	Proration Adjustment	Years Of Service	Proration Adjustment
11-12	85%	25-26	50%
13-14	80%	27-28	45%
15-16	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-Lifetime	20%

#### (2) For Wind Damage

(10 yr. coverage on Slateline® shingles, 5 yr. coverage on all others)

If your shingles are blown off or damaged by winds up to the maximum wind speed stated above after thermal sealing 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 shingles (exclusive of underlayment, metal work or flashings) 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 (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 remainder of the Algae-Eater™ warranty period, 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 shingles to be repaired, recovered or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those shingles actually exhibiting manufacturing defects or blue-green algae growth at the time of settlement. Any replacement shingles 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.

(b) If the transfer takes place within the Smart Choice® Protection Period, the second owner shall be entitled to all benefits contained in this warranty.

(c) If the transfer takes place after the Smart Choice® Protection Period ends, 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 shingles 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 shingles exhibit manufacturing defects, wind damage, or algae discoloration (if applicable). However, GAFMC will NOT compensate you for:

(1) Damage to your shingles or roof resulting from anything other than an inherent manufacturing defect in your shingles, such as:

(a) improper installation of your shingles or application 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 the shingles were 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. (Ventilation must meet at least FHA Minimum Property Standards.)

(2) Damage to the shingles resulting from causes beyond normal wear and tear, such as:

(a) acts of nature, such as hail, strong storms, winds above the maximum wind speed stated above or ice damming.

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

(c) improper storage or handling of shingles.

(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) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayment, metal work and flashings.

#### What You Must Do.

To file a claim under this Warranty, you must send a notice of claim in writing, together with proof of purchase to establish that you are the original owner (or proof of transfer if the second owner has properly transferred coverage), and proof of application date, to: GAFMC, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, within 30 days after your discovery of the alleged defect. **NOTE:** Notice to your contractor or dealer 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 shingles for testing and photographs. You should have this warranty certificate signed and dated by your contractor or dealer to help establish proof of purchase and related information. 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, WHETHER EXPRESS OR IMPLIED, 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 OR WARRANTY of any kind other than that stated herein. GAFMC WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL 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 states 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. No one, including any representative or employee of GAFMC, has authority to assume any additional liability or responsibility for GAFMC in connection with your shingles except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

#### Effective Date.

This Limited Warranty is effective for GAFMC shingles installed within the continental United States and Hawaii after January 1, 2002.