

Great Protection – The GAF-Elk Smart Choice® Shingle Limited Warranty

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 Congratulations! Thank you for purchasing shingles from GAF-Elk Corporation ("GAF-Elk"), North America's largest roofing manufacturer—your best and safest choice. While many factors can affect how long your shingles will last, this Smart Choice® Shingle Limited Warranty covers your shingles in the unlikely event that they contain a manufacturing defect. It provides great coverage that is "non-prorated" during the crucial up-front period of your ownership (the Smart Choice® Protection Period) with continued coverage for extended periods of time afterwards.

Who Is Covered by This Limited Warranty

You are covered by this warranty if you live in the United States or Canada and are the original property owner/consumer (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This Limited Warranty may be transferred only once. The second owner must notify GAF-Elk in writing within 60 days after the property transfer for warranty 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 Smart Choice® Protection Period, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. If there is a defect during this two-year period, GAF-Elk's reimbursement to the second owner will be based only on the reasonable cost of replacement shingles, reduced by the amount of use that has been received from the shingles from date of installation.

Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy

GAF-Elk warrants that your roofing shingles will remain free from manufacturing defects that (a) adversely affect their performance during the Smart Choice® Protection Period or (b) cause leaks for the remainder of the warranty term. Note: Shingle blow-off, wind damage, and algae discoloration are covered separately below.

During the Smart Choice® Protection Period (see Table 2a), GAF-Elk will pay you the full reasonable cost of labor to repair or re-cover any defective shingles (excluding underlayments, metal work, or flashings) and will provide replacement shingles or the reasonable cost of obtaining replacement shingles, at GAF-Elk's option. GAF-Elk will not pay to tear off your shingles or to dispose of them.

After the Smart Choice® Protection Period ends, labor will no longer be covered. GAF-Elk's contribution to you will be based on either providing you with replacement shingles or, at GAF-Elk's choice, reimbursing you for the reasonable cost of obtaining replacement shingles. The amount of shingles or the reimbursement provided to you will be adjusted to reflect the use you have received from your shingles, based on the number of months that have elapsed since the shingles were installed. For shingles that carry a "lifetime" warranty term, the proration factors in Table 1 will apply.

Table 1

| # Of Years Installed | Proration Factor | # Of Years Installed | Proration Factor | # Of Years Installed | Proration Factor |
|----------------------|------------------|----------------------|------------------|----------------------|------------------|
| 11-12 | 85% | 21-22 | 60% | 31-32 | 35% |
| 13-14 | 80% | 23-24 | 55% | 33-34 | 30% |
| 15-16 | 75% | 25-26 | 50% | 35-40 | 25% |
| 17-18 | 70% | 27-28 | 45% | 41-50 | 20% |
| 19-20 | 65% | 29-30 | 40% | 51-Lifetime | 10% |

Wind Damage/Blow-Offs: What Is Covered/Sole and Exclusive Remedy

This Limited Wind Warranty lasts for 10 years for Stateline® shingles and 5 years on all other shingles and is specifically conditioned on your shingles being fastened strictly in accordance with GAF-Elk's application instructions. GAF-Elk warrants to you that your shingles will not blow off or sustain damage from winds (including gusts) up to the maximum wind speed listed in Table 2 after your shingles should have sealed but did not due to a manufacturing defect. If your shingles do blow off or experience wind damage, GAF-Elk will reimburse you, but only for the reasonable costs of replacing the blown-off shingles (exclusive of underlayment, metal work, or flashings) and for 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 they completely seal. Before sealing occurs, shingles are vulnerable to blow-offs and wind damage. 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 that are not fastened properly may never seal. Shingles that fail to seal or that blow off under these circumstances result from the nature of self-sealing shingles, not a manufacturing defect.

Algae Discoloration: What Is Covered/Sole and Exclusive Remedy

This StainGuard® Limited Warranty lasts for 10 years on all shingles (except for Sentinel® shingles, where it lasts for 7 years). GAF-Elk warrants to you that blue-green algae (also known as cyanobacteria or gloeocapsa magma) will not cause

a pronounced discoloration of your StainGuard® labeled shingles. During the first year, if your StainGuard® labeled shingles do exhibit a pronounced discoloration caused by blue-green algae, GAF-Elk's contribution will be either the reasonable cost of commercially cleaning your shingles or replacing discolored shingles. During the remainder of the algae discoloration coverage period, GAF-Elk's contribution to you will be adjusted to reflect the use you have received from your shingles, based on the number of months that have elapsed since your shingles were installed. Note: Preventing pronounced algae-related discoloration of your shingles is achieved through formulations or through unique blends of granules.

Limitations on Coverage

Unlike some roofing product warranties, even if your roofing system was not properly installed according to GAF-Elk's application instructions or to standard good roofing practices, this Limited Warranty remains in effect. However, GAF-Elk will NOT compensate you for:

- Damages resulting from anything other than an inherent manufacturing defect in your shingles, such as:
 - improper fastening of your shingles or application not in strict accordance with GAF-Elk's printed application instructions, if the improper installation was the cause of the damage.
 - settlement, movement, or defects in the building, walls, foundation, or the roof base over which the shingles were applied.
 - inadequate attic ventilation.



- Damages resulting from causes beyond normal wear and tear such as:
 - acts of nature such as hail, ice damming, or winds, including gusts, above the maximum wind speed stated in Table 2.
 - impact of foreign objects or traffic on the roof.
 - improper storage or handling of shingles.
- 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.
- Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments, metal work, and flashings.
- Damage to the interior or exterior of any building, including, but not limited to, mold growth.

Other Limitations and Conditions

Decisions as to the extent of repair, re-cover, 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 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 algae discoloration at the time that your claim is settled. Any replacement shingles 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.

Claims: What You Must Do

To file a claim, you must send a notice 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: GAF-Elk, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, USA, within 30 days after your discovery of the alleged defect. NOTE: Notice to your contractor, 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 this warranty. GAF-Elk 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, dealer, or home builder to help establish proof of purchase and related information. You should retain this warranty for your records in the event that 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 PARTIC-

ULAR PURPOSE. This written warranty is your exclusive warranty from GAF-Elk and represents the SOLE REMEDY available to any owner of GAF-Elk shingles. 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 shingles 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. (NOTE: Warranty subject to change. For current information, visit www.gaf.com or write to GAF-Elk at 1361 Alps Road, Wayne, NJ 07470 USA, Attn: Warranty Service Department.)

Effective Date

This Limited Warranty is effective for GAF-Elk shingles installed after January 1, 2008.

Note: In Canada, only the Timberline®, Prestique® and High Definition® logos are registered trademarks.

Table 2a

| Shingle | Warranty Term For Manufacturing Defects (yrs) | Smart Choice® Protection Period (yrs) | Maximum Wind Coverage (mph / km/h) |
|---------------------------------|---|---------------------------------------|------------------------------------|
| Sentinel® | 20 | 3 | 60/96 |
| Royal Sovereign® | 25 | 5 | 60/96 |
| Marquis® WeatherMax® | 30 | 5 | 80/130 |
| Timberline® Natural Shadow™ | 30 | 5 | 70/110 |
| Timberline® Prestique® 30 | 30 | 5 | 80/130 |
| Timberline® Canadian 40™ | 40 | 5 | 80/130 |
| Timberline® Prestique® 40 | 40 | 5 | 90/145* |
| Prestique® Xtra™ | 40 | 5 | 130/209* |
| Timberline® Prestique® Grandé™ | 40 | 5 | 90/145* |
| Prestique® Cool Colors | 40 | 5 | 90/145* |
| Timberline® ArmorShield™ II | Lifetime | 10 | 130/209* |
| Timberline® Prestique® Lifetime | Lifetime | 10 | 110/175* |
| Stateline® | Lifetime | 10 | 110/175 |
| Capstone® | Lifetime | 10 | 110/175* |
| Grand Sequoia® | Lifetime | 10 | 110/175* |
| Grand Canyon™ | Lifetime | 10 | 110/175* |
| Country Mansion® | Lifetime | 10 | 110/175 |
| Grand Slate™ | Lifetime | 10 | 110/175 |
| Camelot® | Lifetime | 10 | 110/175 |

*In order to obtain the maximum wind coverage shown in Table 2a, above, the shingles listed below must be installed using 6 nails per shingle and certain GAF-Elk starter strip products (only those with factory-applied adhesive) on the eaves and rakes. See application instructions for complete details.

Table 2b

| Shingle | Wind Coverage With Special Installation (mph / km/h) | Wind Coverage Without Special Installation (mph / km/h) |
|---------------------------------|--|---|
| Timberline® Prestique® 40 | 90/145 | 80/130 |
| Prestique® Xtra™ | 130/209 | 80/130 |
| Timberline® Prestique® Grandé™ | 90/145 | 80/130 |
| Prestique® Cool Colors | 90/145 | 80/130 |
| Timberline® ArmorShield™ II | 130/209 | 110/175 |
| Timberline® Prestique® Lifetime | 110/175 | 90/145 |
| Capstone® | 110/175 | 80/130 |
| Grand Sequoia® | 110/175 | 80/130 |
| Grand Canyon™ | 110/175 | 100/160 |