

# **System Plus Limited Warranty The Legal Stuff**

(RESWT162B)

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

## The Legal Stuff

**What is Covered/Excluded.** This System Plus Limited Warranty covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier products, GAF Roof Deck Protection products, GAF Cobra® Attic Ventilation products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve (manufactured by Lifetime Tool® & Building Products LLC). This warranty does not cover ShingleMatch™ Roof Accessory Paint, Master Flow® Attic Ventilation, GAF Cornell Nail Base Roof Insulation, or low-slope membranes (each of which is covered by a separate limited warranty) or any non-GAF roof products, such as roofing nails.

### Who Is Covered by This Limited Warranty; Transferability.

You are covered by this warranty if you live in the United States or Canada and are the original property owner (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 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.) If the transfer takes place during the first 20 years, the second owner shall be entitled to all benefits contained in this warranty. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

**Note:** If this warranty is initially registered by a GAF Authorized™ Home Builder, the buyer of the home must notify GAF in writing within **60 days** of taking title to the property for coverage to be transferred. The home buyer will then be considered to be the original owner under this warranty.

**How Long Your Warranty Lasts: All GAF Products.** Coverage begins when your GAF Products are installed. (If a GAF Authorized™ Home Builder initially registers this warranty for a newly constructed home, coverage begins when you take title to the property and you properly transfer coverage.) Coverage for all GAF Products lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof. Note: If cut-up GAF Strip Shingles are used instead of the eligible GAF Ridge Cap Shingles, the warranty and non-prorated period for the cut-up strip shingles are the same as they would be if those shingles were used in the field of the roof.

**Manufacturing Defects: Lifetime Shingles.** All GAF Shingles covered by this warranty other than Royal Sovereign® and Marquis WeatherMax® Shingles carry a Lifetime warranty against manufacturing defects and a non-prorated period of 50 years. (Note: This limited warranty is not available for roofs with Sentinel® Shingles.) The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles installed on a single-family detached residence owned by individual(s). For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium, or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 20 years.

**Manufacturing Defects: Other Shingles.** Marquis WeatherMax® Shingles are warranted against manufacturing defects for 30 years; Royal Sovereign® Shingles are warranted for 25 years. The non-prorated period is 20 years for both Marquis WeatherMax® and Royal Sovereign® Shingles.

**Failure to Seal/Blow-Offs/Wind Damage.** Coverage lasts for 15 years for Lifetime Shingles and for TimberTex® and Ridglass® Ridge Cap Shingles. Coverage for all other shingles and ridge cap shingles is 5 years.

**Algae Discoloration.** All StainGuard®-labeled shingles and ridge cap shingles are warranted against algae discoloration for 10 years.

### Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy.

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Failure to seal/blow-offs/wind damage and algae discoloration are covered separately below.

(a) **During the non-prorated period:** If any of your GAF Products is found to have a manufacturing defect that adversely affects performance, GAF will pay you the full reasonable cost of labor to repair or re-cover the affected GAF Product(s), and will provide replacement products. The cost of labor to tear off some or all of your GAF Products is included if necessary to repair your roof. GAF will **not** pay costs to dispose of any roof products.

(b) **After the non-prorated period:** The repair or re-cover cost which GAF will pay, and the roof products to be provided, will be reduced to reflect the amount of use you have received from your roof through the date of your claim. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond will be 20%.

After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

### Failure to Seal/Blow-Offs/Wind Damage: What Is Covered/Sole and Exclusive Remedy.

This Limited Failure to Seal/Blow-Offs/Wind Damage Warranty is **specifically conditioned** on your shingles and ridge cap shingles being fastened **strictly** in accordance with GAF's published application instructions. GAF warrants to you that your shingles and ridge cap shingles will not fail to seal and that your shingles and other GAF Products will not blow off or sustain damage from winds (including gusts) up to the applicable wind speed listed below after your shingles and ridge cap shingles should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or sustain wind damage, or your other GAF Products blow off or sustain damage from winds, GAF's contribution to you will be for the reasonable costs of replacing the blown-off shingles or ridge cap shingles and other affected GAF Products and hand-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles or ridge cap shingles on your roof.

Shingle	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
All Lifetime	130/209*	110/175
Marquis WeatherMax®	80/130	80/130
Royal Sovereign®	60/96	60/96

\*Your roof will be covered up to the maximum wind speed above **ONLY** if your shingles are installed using **6 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves and rakes.

Ridge Cap Shingle	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
Timbertex® & Ridglass®	130/209**	110/175
All other Ridge Cap Shingles	90/144**	70/112

\*\*Your ridge cap shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Ltd. Warranty" section of the applicable ridge cap shingle application instructions.

**Note:** All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles and ridge cap shingles that are not exposed to direct sunlight or to adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this warranty.

### Algae Discoloration: What Is Covered/Sole and Exclusive Remedy.

This StainGuard® Limited Warranty applies **only** to shingles and ridge cap shingles sold in packages bearing the StainGuard® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard® labeled** shingles or ridge cap shingles. During the **first year**, if your StainGuard® labeled shingles or ridge cap shingles do exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's option, replacing discolored shingles or ridge cap shingles up to a **maximum** of the original installed cost of the affected shingles or ridge cap shingles. During the **remainder** of the StainGuard® warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed (100%, reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120). **Note:** Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

**What Is Not Covered.** Even if your roofing system was not properly installed according to GAF's published application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

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

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

- (a) acts of nature, such as hail, fire, winds (including gusts) over the applicable wind speed listed above, or ice damming above the areas of your roof deck covered by GAF Leak Barrier or above flashings.
  - (b) impact of foreign objects or traffic on the roof.
  - (c) improper storage or handling of any GAF Products.
- (3) Shading or variations in the color of your shingles or ridge cap shingles, or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard® logo), or other contaminants, including that caused by organic materials on the roof.
  - (4) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, flashings, or non-GAF products.
  - (5) Damage to the interior or exterior of any building, including, but not limited to, mold growth.
  - (6) Improperly designed or installed gutter or downspout systems.

### Other Limitations Concerning Coverage.

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. GAF reserves the right to arrange directly for your roof products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects or blue-green algae growth at the time of settlement. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement shingles or accessories may not be an exact match for the shingles or accessories on your roof. Even if GAF does not modify a color, replacement shingles or accessories may not match your original shingles or accessories due to normal weathering, manufacturing variations, or other factors.

### Claims: What You Must Do.

You must notify GAF about any claim within **30 days** after you notice a problem and provide proof of the date your GAF Products were applied **and** that you were the owner at that time (or that the warranty was properly transferred to you). You must either call GAF at 1-800-458-1860 about your claim, or send a notice in writing to GAF, Warranty Services, 1 Campus Drive, Parsippany, New Jersey 07054, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, sample products for testing and photographs. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

**Sole and Exclusive Warranty.** THIS LIMITED 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 ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your EXCLUSIVE warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF 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 any claim against it is based upon breach of this limited warranty, negligence, strict liability in tort, or for any other cause.

**NOTE:** Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply either to the sale of the GAF Products or to this warranty.

**Modification of Warranty.** This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional liability or responsibility for GAF in connection with your GAF Products except as described in this warranty.

**Effectiveness.** This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

### IMPORTANT NOTICE:

**THIS IS A SAMPLE SYSTEM PLUS LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.**