# IMITED 1993



**Asphalt Shingle Products** 

P.O. Box 860 Valley Forge, PA 19482

Warranty

This warranty covers asphalt shingle products sold only in the United States of America, its territories and Canada.

Type of Shingle (check one)	Warranty Period	Reduction Figure	Transferable to Subsequent Owner
() HALLMARK SHANGLE® Regular or Fungus Resistant	30 YRS. (360 MOS.)	1/360	YES*
() INDEPENDENCE SHANGLE® Regular or Fungus Resistant	30 YRS. (360 MOS.)	1/360	YES*
( ) HORIZON SHANGLE® Regular or Fungus Resistant	25 YRS. (300 MOS.)	1/300	YES*
() HEARTHSTEAD®	25 YRS. (300 MOS.)	1/300	YES*
() CUSTOM SEALDON®	25 YRS. (300 MOS.)	1/300	YES*
() MASTER SLAB®	25 YRS. (300 MOS.)	1/300	YES*
() XT™ 25	25 YRS. (300 MOS.)	1/300	YES*
() FUNGUSBUSTER® 25	25 YRS. (300 MOS.)	1/300	YES*
() CUSTOM LOK™25	25 YRS. (300 MOS.)	1/300	YES*
() CERTAINTEED 20	20 YRS. (240 MOS.)	1/240	YES*
() SEALDON® 20	20 YRS. (240 MOS.)	1/240	YES*
() SOLID SLAB"	20 YRS. (240 MOS.)	1/240	YES*
	*See "Transferability" section on reverse si	de of this warranty	for transferability limitations

contribution toward

the cost to the

homeowner/con-

sumer of repairing

or replacing said

CertainTeed Corporation ("CertainTeed"), subject to the conditions and limitations set forth herein, warrants to the original homeowner/consumer that the asphalt shingles identified herein are free from manufacturing defects and will remain serviceable for the length of time specified for the shingle applied.

#### 5-YEAR SURESTART™ PROTECTION

With respect to Hallmark, Independence, Horizon, Hearthstead, Custom Sealdon, Master Slab, XT25, FungusBuster 25 and Custom Lok 25 shingles only, CertainTeed, at its election, will repair or replace, free of charge, any shingles proven to be defective during the first five years after the completion of the application of said shingles up to a maximum liability which shall be equal to the reasonable replacement cost of the defective shingles, including labor, exclusive of costs of roof tear-off and disposal and of flashing and metal work (and repairs required by defects therein). Should any shingles prove to be defective subsequent to the first five years following completion of shingle application, CertainTeed's maximum contribution toward the cost to the homeowner/consumer of repairing or replacing said defective shingles shall be calculated using the reasonable cost of replacement shingles, exclusive of labor, roof tear-off and disposal, and by then decreasing that amount by 1/360 (for Hallmark and Independence) and by 1/300 (for Horizon, Hearthstead, Custom Sealdon, Master Slab, XT25, FungusBuster 25 and Custom Lok 25) for each month of service measured from the date of installation of the shingles to the date when proven defective

## 3-YEAR SURESTART™ PROTECTION

With respect to CertainTeed 20, Sealdon 20 and Solid Slab only, CertainTeed, at its election, will repair or replace, free of charge, any shingles proven to be defective during the first three years after the completion of the application of said shingles up to a maximum liability which shall be equal to the reasonable replacement cost of the defective shingles, including labor, exclusive of costs of roof tearoff and disposal and of flashing and metal work (and repairs required by defects therein). Should any shingles prove to be defective subsequent to the first three years following completion of shingle application, CertainTeed's maximum

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shingles shall be calculated using the reasonable cost of replacement shingles, exclusive of labor, roof tear-off and disposal, and by then decreasing that amount by 1/240 for each month of service measured from the date of installation of the shingles to the date when proven defective.

In the event of repair or replacement pursuant to the terms of this warranty, the warranty on the replacement shingles or on the repaired shingles will extend for the balance of the original warranty period in effect at the time the shingles prove defective.

#### NOTIFICATION

To obtain performance under the warranty, the original homeowner/consumer or subsequent owner, if applicable, shall notify CenainTeed in writing of any defect promptly following its discovery, and shall submit with such notice proof of date of purchase and application in order to provide CertainTeed an opportunity to investigate the claim and examine the material alleged to be defective. Any claimed defect for which notice is not received by CertainTeed within the applicable warranty period is not covered by this warranty.

Notification shall be provided to CertainTeed Corporation, 1400 Union Meeting Rd., Blue Bell, PA. 19422, Attention: Roofing Products Group, Consumer Service Department. CertainTeed shall then promptly inspect the alleged defect and if such examination does disclose a defect covered by this warranty, shall, within a reasonable time after inspection, either repair or replace the defective shingles or make the appropriate contribution toward repair or replacement in accordance with the preceding paragraphs.

## **TRANSFERABILITY**

This limited warranty may be transferred by the original homeowner/consumer to a subsequent owner of the residence during the ten year period as measured from the date of installation of the shingles. In the event this warranty is effectively transferred, the remaining warranty duration will be limited, except for Shangle® products, to a period of two additional years as measured from the date of real estate title transfer. With respect to Shangle products, i.e., Hallmark, Independence and Horizon, if the warranty is effectively transferred during the 5-year SureStart period, then the warranty duration shall be that period cited in the chart above as measured from the date of installation, but if the warranty transfer occurs in years six through ten following shingle installation, then the remaining warranty duration will be limited to a period of two additional years as measured from the date of real estate title transfer. Otherwise, the warranty provisions shall not be altered and the subsequent owner shall be deemed the holder of this warranty and shall have the same rights and duties as the original homeowner/consumer. Accordingly, CertainTeed's maximum contribution toward the cost to the subsequent owner of repairing or replacing defective shingles shall, except in the case of Shangle products, be calculated using the reasonable cost of replacement shingles, exclusive of labor, roof tear-off and disposal, and by then decreasing that amount by the reduction figure (see chart above) for each month of service measured from the date of installation of the shingles to the date when proven defective, and in the case of Shangle products, shall be calculated in accordance with the terms of SureStart protection for said products (subject to the two year limitation on warranty duration should the warranty transfer occur subsequent to the SureStart period)

This warranty is transferable by the original purchaser to a new owner of the residence provided CertainTeed is notified in writing (at the address set forth in the preceding section enti-

tled "Notification") by the new owner within 45 days of the real estate title transfer.

#### LIMITATIONS

1. CertainTeed shall have no liability under this warranty for:

a. Defects or failure caused by application of the shingles not in strict adherence with the written instructions of CertainTeed.

b. Any damage to the shingles caused by lightning, winds greater than 60 miles per hour (SEE Limited Wind Warranty which follows), hurricane, tornado, hailstorm, earthquake, fire, explosion, flood, solid objects falling on the roof, or any causes, except for ordinary wear and tear by the elements, not in the control of CertainTeed.

c. Defects or damage caused by materials used as a roofing base over which the shingles are applied, damage to the roof caused by settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building, or by traffic on the roof.

d. Damage caused by alteration after completion of the application of the shingles, whether such alteration be by structural additions, changes, or replacements, or by equipment installation (including, but not limited to, aerials, signs, water towers, fan housing, air conditioning equipment, and television antennas).

e. Damage to the roof due to any cause other than inherent manufacturing defects in the

f. If the applied shingle contains self-sealing asphalt strips, and if any of the strips fail to properly activate within the first year following the date of application of these shingles, CertainTeed shall have no liability under this warranty for such defects unless the aforestated requirements pertaining to written notice to CertainTeed are met, and CertainTeed has been afforded the opportunity to hand seal, at its sole expense, any non-sealing shingles.

g. Stains of contamination of any sort arising from outside sources (such as, but not limited to, algae, mildew, fungus, moss, lichens or other vegetation, or paint, chemicals or other similar materials), unless the applied asphalt shingle was sold as a "fungus resistant" shingle and unless the shingle has become contaminated with fungus or algae to an extent that is visually objectionable, in which event CertainTeed will repair or replace only such shingles which are proven to be contaminated with fungus or algae, or make the appropriate contribution toward repair or replacement of any such shingles in accordance with the preceding paragraphs.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of said shingles, without notice to the original homeowner/consumer or the subsequent owner and shall not be liable to the original homeowner/consumer or the subsequent owner as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material may vary in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

# OTHER CONDITIONS

- 1. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- This limited warranty is not transferable except as provided in the preceding section entitled "Transferability".

- This limited warranty, which is effective on shingles applied on or after January 1, 1993, supersedes that written warranty previously issued by CertainTeed coded No. 20-20-329.
- 4. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRIT-TEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF CERTAINTEED. PER-TINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSE-**OUENT TO SALE A CONSUMER/HOME-**OWNER MAY SEEK A REMEDY PUR-SUANT TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO REPRESENTATIVE OF CERTAINTEED OR ITS DISTRIBU-TORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFI-CATION TO THIS WARRANTY.

Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above exclusions may not apply to you.

#### LIMITED WIND WARRANTY

CertainTeed manufactures all of its self-sealing asphalt fiber glass shingles to meet the requirements as stated in ASTM Standard Specification D3462, for both Tear Resistance (minimum 1700 grams, using ASTM Standard Test Method D1922) and Wind Resistance (using ASTM Standard Test Method D3161), and warrants that its fiber glass shingles will resist wind blowoff damage due to wind velocities, including "GUSTS," up to a maximum of 60 mph during the initial five (5) year period following application of the shingles. In addition, CertainTeed manufactures all of its asphalt organic shingles to meet the requirements of ASTM Standard Specification D225, to exceed 2000 grams tear resistance (using ASTM Standard Test Method D1922), and to meet the requirements for wind resistance as described in ASTM Standard Test Method D3161 (self-sealing and lock type shingles only), and CertainTeed warrants that its organic shingles will resist wind blow-off damage due to wind velocities, including "GUSTS," up to a maximum of 60 mph during the initial five (5) year period following application of the shingles.
If any such blow-off damage does occur dur-

If any such blow-off damage does occur during the first five (5) years of service from the completion date of application of the shingles, CertainTeed will furnish replacement shingles without charge for those shingles damaged (subject to the provisions of paragraph 2 under Limitations set forth above). This five (5) year Limited Wind Warranty does not cover the labor costs for removal or disposal of damaged shingles or application of the replacement shingles. In the event the shingles involved contain self-sealing asphalt strips, paragraph 1(f) under Limitations set forth above may apply during the first year after application. This Limited Wind Warranty is non-transferable unless the type of shingles applied were Hallmark Shangle\*, Independence Shangle\*, or Horizon Shangle\*.

Any cost in excess of CertainTeed's contribution shall be the owner's responsibility through homeowner's insurance, etc.