

# WARRANTY LIMITED

1992



Asphalt Shingle Products

CertainTeed Corporation

P.O. Box 860  
Valley Forge, PA 19482

Type of Shingle (check one)	Warranty Period	Reduction Figure	Warranty Transferable to Subsequent Owner
<input type="checkbox"/> HALLMARK SHANGLE®	30 YRS. (360 MOS.)	1/360	YES*
<input type="checkbox"/> INDEPENDENCE SHANGLE®	30 YRS. (360 MOS.)	1/360	YES*
<input type="checkbox"/> HORIZON SHANGLE® <small>Regular or Fungus Resistant</small>	25 YRS. (300 MOS.)	1/300	YES*
<input type="checkbox"/> HEARTHSTEAD®	25 YRS. (300 MOS.)	1/300	NO
<input type="checkbox"/> CUSTOM SEALDON™	25 YRS. (300 MOS.)	1/300	NO
<input type="checkbox"/> MASTER SLAB®	25 YRS. (300 MOS.)	1/300	NO
<input type="checkbox"/> CERTAINTEED XT™ 25	25 YRS. (300 MOS.)	1/300	NO
<input type="checkbox"/> CERTAINTEED 20	20 YRS. (240 MOS.)	1/240	NO
<input type="checkbox"/> FUNGUSBUSTER®	20 YRS. (240 MOS.)	1/240	NO
<input type="checkbox"/> SEALDON® 20	20 YRS. (240 MOS.)	1/240	NO
<input type="checkbox"/> SOLID SLAB™	20 YRS. (240 MOS.)	1/240	NO
<input type="checkbox"/> SAF-T-LOK™	20 YRS. (240 MOS.)	1/240	NO

\*During SureStart period only

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 and XT 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 and XT 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, Fungus-Buster, Sealdon 20, Solid Slab and Saf-T-Lok 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 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 three



(Please Refer to Reverse Side for Remainder of Warranty, Including Limitations)

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 1/240 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.

## NOTIFICATION

To obtain performance under the warranty, the original homeowner/consumer or subsequent owner, if applicable, shall notify CertainTeed 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: Shelter Materials 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 only be transferred to a subsequent owner of the building if either Hallmark Shingle®, Independence Shingle® or Horizon Shingle® was applied, and furthermore may only be transferred during the period of the SureStart Protection (five years) offered herein for the shingle applied as measured from the date of installation of the shingles. In the event that this warranty is effectively transferred, 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.

This warranty is transferable to a new owner of the premises provided CertainTeed is notified in writing (at the address set forth in the preceding section entitled "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 shingles.

f. Any variation in color or shading which may occur due to the positioning of the granules used as the surfacing material on the shingles.

g. 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 aforesaid 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.

h. Fungus contamination, unless the applied shingle was sold as a fungus resistant shingle, in which event CertainTeed will repair or replace only such shingles which are proven to be contaminated with fungus or make the appropriate contribution toward repair or replacement of any such shingles in accordance with the preceding paragraphs.

2. 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 a subsequent owner and shall not be liable to the original homeowner/consumer or a 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.
2. This limited warranty is not transferable except as provided in the preceding section entitled "Transferability".
3. This limited warranty, which is effective on shingles applied on or after January 1, 1992, supersedes that written warranty previously issued by CertainTeed coded No. 20-20-170.

4. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF CERTAINTEED. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A CONSUMER/HOMEOWNER MAY SEEK A REMEDY PURSUANT 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 DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATIONS TO THIS WARRANTY. Some states do not allow limitations 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 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. 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 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(g) 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 Shingle®, Independence Shingle®, or Horizon Shingle®.

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