



GS ROOFING PRODUCTS COMPANY, INC.
1996 LIMITED ROOF SHINGLE WARRANTY CERTIFICATE

No. 010196

GS Roofing Products Company, Inc. (GS) warrants to the original homeowner/consumer of the building described below, under and subject to the terms, conditions and limitations set forth herein, that the roofing shingles described below, as manufactured and sold by GS, are free of any manufacturing defects which may cause LEAKS under normal exposure conditions.

(1) **EXCLUSIONS FROM COVERAGE**— The Limited Warranty covers only manufacturing defects in GS shingles causing leaks under normal exposure conditions when properly installed according to GS instructions and requirements.

A. IT DOES NOT cover other products (such as underlayment, flashing and metal work) or damages to shingles which are attributable in whole or in part to other causes, including but not limited to:

- (1) Faulty application or application not in accordance with GS's written instructions, including but not limited to, improper nailing, or improper stapling of the shingles (this includes number, length and location of fasteners);
- (2) Improper ventilation; Ventilation must meet or exceed FHA minimum Property standards;
- (3) Hurricane, tornado, strong gale, hail, lightning, flood or other violent or unusual phenomena of the elements;
- (4) Fire or other casualties;
- (5) Settlement, distortion, failure or cracking of the roof deck, walls or foundation of the building;
- (6) Failure to use, or defect in or failure of flashing or metal work or material used as a roof base over which the shingles or other materials are applied;
- (7) Traffic on or over the roof;
- (8) Misuse of or negligent or improper storage or handling of the shingles;
- (9) Equipment installations, (such as aerials, signs, fan housings, air conditioning equipment, TV antennas, and solar energy installations) structural changes, or any other alterations to the roof after application of the shingles or other materials;
- (10) Impact of foreign objects falling on the roof;
- (11) Any applications of cleaning solutions, paints, coatings, oils, organic or inorganic polar materials or other modifications of the shingles in any way;
- (12) Damage to any building, either exterior or interior or any property contained therein or for injuries or damages of any kind whatsoever.
- (13) Under NO circumstance shall GS be liable for the costs of complaints on shingles classified as "seconds". Seconds are usually designated with a drilled hole or painted strip and packaged in plain wrapper, no wrapper at all, or regular wrapper with "seconds" written on the wrapper.
- (14) Underlayment is required on all new construction work and on tear-offs down to the deck, i.e. shingles are not to be applied to a bare deck. (Low Slope Decks 2" in 12" to 4" in 12" require Double Layer Underlayment.)

B. It does not cover aesthetic variations, including but not limited to:

- (1) Any variation in color or shading which may occur due to the granules used as the surfacing material on these shingles.
- (2) Algae contamination, unless the shingle was treated and then sold as an algae resistant shingle, in which event the remedy will apply only to those GS Shingles that are proven contaminated with algae growth during the first ten years of the warranty period which materially affects the appearance of the roof, and will be limited to the additional amount paid above the normal cost of the same non-treated shingles at the original purchase price.
- (3) **ANY "STAINING" OR TRANSFER OF BACKING MATERIAL ONTO THE FACE OF THE SHINGLE WITHOUT A MINIMUM OF ONE (1) YEAR WEATHERING PERIOD PRIOR TO FINAL EVALUATION OF THE CLAIM.**
- (4) Fading due to ultra violet sensitivity on some granule colored pigments which does not affect the weatherability of the shingle.

(2) **MAXIMUM LIABILITY - 5 YEAR FULL VALUE PROTECTION - HIGH SIERRA®, ARCHITECT® 80, ESTATE™ and FIRE HALT™ SHINGLES**

With regards to GS - HIGH SIERRA, ARCHITECT 80, ESTATE and FIRE HALT shingles only, GS at its election, will repair or replace by using a roofing contractor of its choice, free of charge, any shingles proven to have leak causing manufacturing defects during the first five (5) years after completion of the application up to a maximum liability which shall be no greater than the original installation cost of the defective shingles, including labor, EXCLUSIVE of roof tear-off and of flashing and metal work (and repairs required by defects therein).

Should any shingles prove to be defective SUBSEQUENT to the first five (5) years following completion of application, GS's maximum liability shall be calculated using the ORIGINAL cost of the defective shingles, EXCLUSIVE OF LABOR, roof tear-off and of flashing and metal work (and repairs required by defects therein) and then decreasing that amount by a percentage which is based on the number of months elapsed in the warranty period divided by the original warranty period for the asphalt shingle products used in combination with the shingles for each month of service measured from the date of application of the shingles to the date when proven defective.

3 YEAR FULL VALUE PROTECTION-FIRESCREEN PLUS, FIRESCREEN, AND ULTIMATE 30 shingles.

With regard to GS FIRESCREEN PLUS, FIRESCREEN and ULTIMATE 30 shingles only, GS, at its election, will repair or replace by using a roofing contractor of its choice, free of charge, any shingles proven to have leak causing manufacturing defects during the first THREE (3) years after completion of the application up to a maximum liability which shall be no greater than the original installation cost of the defective shingles, including labor, exclusive of roof tear-off and of flashing and metal work (and repairs required by defects therein.)

Should any shingles prove to be defective SUBSEQUENT to the first THREE (3) years following completion of shingle application, GS's maximum liability shall be calculated using the ORIGINAL cost of the defective shingles, EXCLUSIVE OF LABOR, roof tear-off and of flashing and metal work (and repairs required by defects therein) and then decreasing that amount by 1/360 for ULTIMATE 30 (1/300 for FIRESCREEN PLUS shingles and 1/240 for FIRESCREEN shingles) for each month of service measured from the date of application of the shingles to the date when proven defective.

(3) **LIMITED WIND WARRANTY** - Providing the original installation was proper, during the initial FIVE (5) YEAR period following application of the shingles, GS further warrants its shingles will resist blow-off due to wind velocities, including "GUSTS" up to a maximum of sixty (60) MPH providing the shingles have had the opportunity to seal down. ULTIMATE 30 shingles are warranted up to a maximum wind of 100 MPH (Force 9 on the Beaufort Scale) if properly applied and hand sealed. Shingles that are installed in the fall or winter (or which do not receive direct sunlight) may not seal until weather conditions are adequate to allow the sealant strip to be activated. This is the nature of ALL shingles and failure to seal under such circumstances is not a manufacturing defect.

In situations where GS determines that shingles fail to self-seal after proper installation and climatic exposure, and blow-off damage does occur, GS will furnish replacement GS shingles free of charge. The Limited Wind Warranty DOES NOT cover the labor costs for removal of damaged shingles or application of the replacement shingles. All other costs, including labor costs shall be paid by the owner or his insurance carrier, as applicable. GS reserves the right, in lieu of replacement, to seal down those shingles that have not blown off.

(4) **WARRANTY DISCLAIMER** - TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GS DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY DESCRIBED HEREIN IS YOUR EXCLUSIVE WARRANTY FROM GS AND REPRESENTS THE EXCLUSIVE REMEDY AVAILABLE TO ANY PURCHASER OF GS ROOFING SHINGLES. GS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN STATED HEREIN. THIS WARRANTY MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED GS OFFICER AND NO RETAILER, CONTRACTOR, OR DISTRIBUTOR IS AUTHORIZED TO ALTER THIS WARRANTY. GS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

(5) **CLAIM PROCEDURE** - To require GS to perform any obligation under this warranty, you must, within thirty (30) days of discovery of the alleged defect to which the claim relates, and at your own expense, send written notification of such defect, together with proof of purchase, certified mail, to GS ROOFING, 5525 MacArthur Blvd., Suite 900, Irving TX 75038. This notice must include a general description of the alleged defect. Within thirty (30) days after written notice of the alleged defect has been received by GS, a GS representative may investigate the claim. You must allow reasonable investigation of the alleged defective product and must supply samples that adequately demonstrate the alleged problem for testing by GS as part of the investigation. THIS IS AN ABSOLUTE CONDITION PRECEDENT TO THE RIGHT TO BRING A CLAIM. Upon being permitted such opportunity to investigate, GS will then promptly perform any obligation imposed by this warranty as determined by such investigation.

All disputed claims or other disputes that may arise between the owner and GS arising out of or relating to or in connection with this Limited Warranty shall be submitted to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the applicable state or federal arbitration laws. The award rendered by the arbitrators shall be final and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

NOTE: GS will not be liable for any expenditure you may incur in replacing or repairing shingles which is incurred prior to written acknowledgment from GS of its responsibility pursuant to the terms of this warranty.

- (6) **REMEDIES** - GS will, within a reasonable time after acknowledgment by GS of its responsibility and within the settlement limitations set forth above, at its option, either:
 - (1) Provide replacement shingles at current market selling price to the extent of the current warranty value, or
 - (2) If deems it advisable, make such repairs by using a roofing contractor of its choice, as to restore the shingle portion of the roof to satisfactory condition.
- (7) **REPLACEMENT SHINGLES** - Any replacement shingles provided by GS in settlement of claims shall be warranted for the balance of the original Warranty Period as though purchased and installed at the time of the installation of the shingles which have been replaced. GS reserves the right to discontinue and/or make changes in any of its products. If products identical to those covered by this Warranty are not available, GS shall have the right to substitute reasonable equivalent products.
- (8) **STATE LAW** - Some states do not allow limitations on the duration of an implied warranty or the exclusion of consequential damages, so the above limitation or exclusion may not apply. You may have legal rights other than those granted by this warranty which rights vary from state to state.
- (9) **NON-TRANSFERABILITY** - This warranty is limited to the original owner (homeowner/consumer) and CANNOT be assigned or transferred under any condition.
- (10) **EFFECTIVE DATE** - This Limited Roof Shingle Warranty Certificate applies to shingles applied on or after January 1, 1996 through December 31, 1996.

The warranty period starts at the completion of the proper shingle installation and, unless terminated by the sale of the property upon which the shingles are applied, expires at the end of the warranty period applicable to the type of shingle applied.

THIS WARRANTY (#GRP-1602 NO. 010196) SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

GS ROOFING PRODUCTS COMPANY, INC.

FOR YOUR RECORDS

SHINGLES PURCHASED (Brand Name)		NUMBER SQUARES	COLOR
DATE OF COMPLETION	INSTALLED COST	SHINGLE WARRANTY PERIOD (Years from date of completion)	
APPLIED BY (Roofing Contractor)			
STREET AND NUMBER			
CITY	STATE	ZIP	

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