

The GAF-Elk Smart Choice® Commercial CrossTimbers® & RailWays® Limited Warranty

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Congratulations! Thank you for purchasing "CrossTimbers® Decking" (which includes CrossTimbers Classic™, Professional Grade™, Professional Grade™ FR, and Professional Grade High Definition™ decking, fascia board, and corner trim) and/or "RailWays® Railing System" (which includes Traditional, Signature, Select, and Standard Series Railings, all system components [except lighting and secondary handrails, which are covered under a separate warranty], and Uni-Ball™ connectors) from GAF-Elk Corporation. "CrossTimbers Decking" and "RailWays Railing System" are collectively referred to below as the "CrossTimbers Commercial System." While many factors can affect how long your CrossTimbers Commercial System will last, this Limited Warranty covers your CrossTimbers Commercial System in the unlikely event that it contains a manufacturing defect.

Who Is Covered By This Limited Warranty

You are covered by this warranty if (1) your CrossTimbers Commercial System is in the United States, Hawaii or Canada, (2) you are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred and (3) your CrossTimbers Commercial System is installed in an environment designed for public use and subject to a high level of traffic.

This Limited Warranty may be transferred one time only. The second owner must notify GAF-Elk in writing within 60 days after the property transfer and pay a \$100 fee 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 first two years, the second owner has the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the three-year period after ownership changes. During this three-year period, GAF-Elk's reimbursement to the second owner if there is a defect will be based only on the reasonable cost of replacement CrossTimbers Commercial System products, reduced by the amount of use that has been received from the CrossTimbers Commercial System from date of installation.

What Is Covered By This Limited Warranty And For How Long

GAF-Elk warrants that your CrossTimbers Commercial System will remain free from manufacturing defects that adversely affect its performance and shall not split, splinter, or suffer structural damage from termites for ten years from date of installation.

Your Sole And Exclusive Remedy

If your CrossTimbers Commercial System does not remain free from manufacturing defects as described above, GAF-Elk will provide replacement CrossTimbers Commercial System products (excluding Sabre Clips, unless the existing Sabre Clips have failed due to a manufacturing defect), or their reasonable cost, at GAF-Elk's sole option. Replacement Sabre Clips are **not** included. GAF-Elk will **not** pay labor costs to install new decking or railing or tear off your CrossTimbers Commercial System or to dispose of it.

Limitations On Coverage

Unlike some warranties, this limited warranty remains in effect even if your CrossTimbers Commercial System was not properly installed according to GAF-Elk's application instructions or standard good construction practices. However, GAF-Elk will NOT compensate you for:

- (1) Damages resulting from anything other than an inherent manufacturing defect in your CrossTimbers Commercial System products, such as:
 - (a) application of your CrossTimbers Commercial System not in strict accordance with GAF-Elk's printed application instructions or building codes, or in an application not recommended by GAF-Elk, if the improper installation was the cause of the damage.
 - (b) settlement, movement or defects in the building, foundation, supporting structure or ground where the CrossTimbers Commercial System was applied.
 - (c) decking fasteners backing out or failing.
 - (d) inadequate ventilation under your CrossTimbers Commercial System.
- (2) Damages resulting from causes beyond normal wear and tear, such as:
 - (a) acts of God, such as earthquakes, flooding, lightning, hail, hurricanes, tornadoes or windstorms;
 - (b) impact of foreign objects or traffic on your CrossTimbers Commercial System products.
 - (c) improper storage or handling of CrossTimbers Commercial System products.
 - (d) any exposure to or application of paints or any improper cleaning solutions, coatings, liquid chemicals or exposure to environmental conditions (such as air pollution or fungus, mold, lichen or algae or other contaminants)
 - (e) mechanical damage, such as scuffing or scratching.
- (3) Fading, shading, or variations in the color of your CrossTimbers Commercial System products, including discoloration caused by normal weathering, or chipping, scratching, or fading of paint on any metal surface. Note: color variation occurs naturally during the manufacturing process and should be expected. When exposed to the weather, color variation due to weathering may vary between areas exposed to differing amounts of sunlight.
- (4) Labor and disposal costs.
- (5) 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 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 CrossTimbers Commercial System to be repaired instead of reimbursing you for such work. The remedy under this warranty is available only for that part of your CrossTimbers Commercial System actually exhibiting manufacturing defects at the time that your claim is settled. Any replacement CrossTimbers Commercial System products will be warranted only for the remainder of the original warranty period. GAF-Elk reserves the right to discontinue or modify its CrossTimbers Commercial System products, including the colors available, so any replacement products may not be an exact match for the one installed. Even if GAF-Elk does

not modify a color, replacement CrossTimbers Commercial System products may not match your original products due to normal weathering.

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), proof of application date and a description and pictures of the alleged defect, to: GAF-Elk, 9806 Lackman, Lenexa, KS 66129, 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. If you replace your CrossTimbers Commercial System before GAF-Elk has an opportunity to evaluate your claim, your claim may be denied. 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 PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF-Elk and represents the SOLE REMEDY available to any owner of GAF-Elk's CrossTimbers Commercial System. 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 CrossTimbers Commercial System products 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, 9806 Lackman, Lenexa, KS 66129.)

Effectiveness

This Limited Warranty is effective for GAF-Elk CrossTimbers Commercial Systems installed after January 1, 2008

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Smart Choice® CrossTimbers® & RailWays® Ltd. Commercial Warranty Registration Form

Please register online at www.gaf.com/registermywarranty or complete the information below, detach this form, and mail to GAF-Elk Corporation, 9806 Lackman, Lenexa, KS 66219 USA. (Note: Registration is not required for warranty coverage).

Owner's Name _____ Phone (_____) _____
 Address _____
 City _____ State/Province _____ Zip Code/P.C. _____
 Address of building, if different _____
 City _____ State/Province _____ Zip Code/P.C. _____
 Contractor's Name _____
 Address _____
 City _____ State/Province _____ Zip Code/P.C. _____
 Contractor's Phone (_____) _____

1. Indicate GAF-Elk CrossTimbers® Decking Products Used:

Classic™ Professional Grade™ FR (Fire Resistant) Professional Grade™ Professional Grade™ High Definition

2. Indicate GAF-Elk RailWays® Railing Products Used:

Traditional Series Signature Series Select Series Standard Series

3. Indicate GAF-Elk Accessory Products Used:

Sabre Clip Fascia Uni-Ball™ Connectors Trim Post Caps
 Structural Post Lighting* Secondary Handrail* Post/Post Sleeves Collars

Number of square feet of decking _____ Color _____
 Lineal feet of railing _____
 Date of installation _____ Cost of Installation _____
 Owner's signature _____
 Contractor's signature _____ Date _____

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Owner Warranty Record

To be completed by owner and contractor. Keep this warranty record with your contractor's receipt for future reference. **DO NOT SEND TO GAF-ELK.**

Owner's Name _____
 Address Where Applied _____
 City _____
 State/Province _____ Zip Code/P.C. _____
 Contractor's Name _____
 City _____
 State/Province _____ Zip Code/P.C. _____
 Contractor's Phone (_____) _____

1. Indicate GAF-Elk CrossTimbers® Decking Products Used:

CrossTimbers Classic™ CrossTimbers Professional Grade™ Fire Resistant
 CrossTimbers Professional Grade™ CrossTimbers Professional Grade™ High Definition

2. Indicate GAF-Elk RailWays® Railing Products Used:

Traditional Series Signature Series Select Series Standard Series

3. Indicate GAF-Elk Accessory Products Used:

Sabre Clip Fascia Uni-Ball™ Connectors Trim Post Caps
 Structural Post Lighting* Secondary Handrail* Post/Post Sleeves Collars

Number of square feet _____ Color _____
 Lineal feet of railing _____
 Date of installation _____
 Cost of installation _____
 Contractor's signature _____
 Owner's signature _____
 Date _____

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*These products covered by a separate ltd. warranty.

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