GAF Shingle & Accessory Ltd. Warranty

(RESWT160)

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The GAF Shingle & Accessory Limited Warranty

Congratulations! Thank you for purchasing asphaltic shingles and/or accessories from GAF, North America's largest roofing manufacturer – your best and safest choice. While many factors can affect how long your shingles and accessories will last, this GAF Limited Warranty covers your asphaltic shingles and accessories, including GAF’s GAF® Roof Deck Protection Products, GAF® Leak Barrier Products, GAF® Roof Deck Protection Products, and Cobra® Ventilation Products, in the unlikely event that they contain a manufacturing defect. It provides great coverage that is “non-prorated” during the crucial up-front period of your GAF Shingles. If your Shingles are damaged after the SmartChoice® Protection Period, it will be calculated by subtracting 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, the number of months in the warranty term is defined as 250 for 50 years – 40 of 60 months – or 10 years, 40 of 60 months, or 10 years, 40 of 60 months.

Period of 5 years. Protection Period, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's contribution will be reduced by 300/600 or 50%. If you made a claim for Lifetime Shingles installed on a single-family home after your shingles have been installed for 25 years (300 months), GAF's contribution will be reduced by 300/600 or 50%.

What Is Covered/Sole And Exclusive Remedy. 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 the 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 you of GAF Shingles or Accessories. 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 property of the Buyer, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow limitations on the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You should retain this document for your records in the unlikely event that you need to file a claim.

Soled And Exclusive Warranty. This Limited Warranty is exclusively 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 or fitness for a particular purpose. This limited warranty is your exclusive warranty from GAF and represents the sole remedy available to you of GAF Shingles or Accessories. 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 property of the Buyer, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow limitations on the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You should retain this document for your records in the unlikely event that you need to file a claim.

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 shingles or accessories to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those shingles and accessories actually exhibiting manufacturing defects and not covered under this warranty. Any replacement shingles or accessories 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 match your original shingles or accessories. If GAF can show a new color is not commercially available, it 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 shingles or accessories were applied and that a manufacturing defect exists on your roof. Failing to provide this notice will cause the warranty to be transferred to you. If you are claiming a Warranty under this Limited Warranty for any GAF Shingles or Accessories, you must also provide proof of the date(s) your three or more GAF Shingles or Accessories were applied. You must either call GAF at 1-800-468-1800 about your claim, or write to: GAF Warranty Services, 1 Campus Drive, Parsippany, NJ 07054, USA. You will be provided with complete details about submitting your claim. GAF may require you to send GAF, at your expense, samples of your shingles or accessories for testing and photographs. Within a reasonable time after proper notification of your claim and resolution 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 warranty covers your claim or resolve in accordance with the terms of this limited warranty, you MUST provide GAF with reasonable notice. 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.

Who Is Covered By This Limited Warranty. You are covered by this warranty if you live in the United States and Canada and are the original property owner (i.e., a builder or installer) or the first subsequent owner if this warranty property was transferred. This limited warranty may be transferred only once. The second owner must notify GAF within 90 days of becoming the owner of the property. The first owner must be the same individual or company who transferred the property to you. Any manufacturing defect is transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the SmartChoice® Protection Period, the second owner is entitled to the same coverage as the original owner. After the transfer takes place, the same coverage provided by the GAF SmartChoice® Protection Period is reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF’s reimbursement to the second owner will be based only on the reason for the repair. If the transfer takes place within the SmartChoice® Protection Period, the second owner is entitled to the same coverage as the original owner. After the transfer takes place, the same coverage provided by the GAF SmartChoice® Protection Period is reduced to the two-year period after the ownership changes. 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 the 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 you of GAF Shingles or Accessories. 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 property of the Buyer, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow limitations on the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You should retain this document for your records in the unlikely event that you need to file a claim.

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 or other liability or responsibility for GAF in connection with your shingles or accessories except as described in this warranty. (Note: Warranty subject to change. For current information, visit gaf.com or write to GAF at 3 Campus Drive, Parsippany, NJ 07054, USA. (Warranty Services.) Effective date. This Limited Warranty is effective for GAF Asphaltic Shingles and GAF Roofing Accessories installed after September 1, 2014.