

StormFlash™ Limited Warranty

Warranty

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*Quality You Can Trust Since 1886...
From North America's Largest Roofing Manufacturer™*



STORMFLASH™

Self-Adhering Flashing – Air & Moisture Barrier

LIMITED WARRANTY

OWNER'S NAME _____

ADDRESS _____

TOTAL ROOF AREA (sq. ft) (if applicable): _____

OF ROLLS OF STORMFLASH AIR AND MOISTURE BARRIER USED: _____

OTHER GAF PRODUCTS USED: _____

CONTRACTOR: _____

ADDRESS _____

DATE OF COMPLETION _____

TELEPHONE NUMBER _____

THE LIMITED WARRANTY

GAF-Elk Corporation warrants to you, the original owner of its StormFlash™ Self -Adhering Air and Moisture Barrier, that your Air and Moisture Barrier will remain free from manufacturing defects that adversely affect its performance and allow leaking to occur during the warranty term.

COVERAGE PERIOD

When used in a roofing application: this warranty extends for the same length of time as the written warranty on the shingles under which the Air and Moisture Barrier is installed, up to a maximum term of thirty years. When used in a non-roofing application (such as a window or door flashing): the warranty extends for 10 years.

The warranty term starts at the completion of Air and Moisture Barrier installation and terminates if (a) either the underlayment or the overlying shingles are replaced or changes are made to the window or door or flashings around the window or door or (b) the building is sold (subject to the limited transferability provision below).

EXCLUSIVE REMEDIES

For any portion of your StormFlash Air and Moisture Barrier that allows leaking as a result of a manufacturing defect, GAF-Elk will contribute to the cost of either repairing or replacing your Air and Moisture Barrier, at its sole option and as its only obligation to you, as follows:

(1) During the First Five Years:

- a. If GAF-Elk Shingles are used: GAF-Elk will pay you the full reasonable cost to repair or replace your Air and Moisture Barrier, including labor to re-install both it and the shingles over the affected portion (but not including metal work, flashing or other related work), and will provide replacement underlayment and shingles.
- b. If GAF-Elk shingles are not used or in a non-roofing application: GAF-Elk will pay you the full reasonable cost to repair or replace any defective Air and Moisture Barrier, including labor to re-install only the defective Air and Moisture Barrier (exclusive of shingles, metal work, window, doors, flashings or other related work) and will provide replacement Air and Moisture Barrier material.

(2) During the Remaining Warranty Period:

In the event that any portion of your StormFlash™ Air and Moisture Barrier does not perform as warranted, GAF-Elk will provide you only with replacement Air and Moisture Barrier or, as its option, will reimburse you for the cost of replacement Air and Moisture Barrier, EXCLUDING labor and any costs involved with repairing or replacing the overlying shingles, metal work, windows, doors, flashings or other related work.

Decisions as to the extent of repair or replacement required, whether the Air and Moisture Barrier should be repaired or replaced, and the reasonable cost of such work, will be made solely by GAF-Elk. GAF-Elk reserves the right to arrange directly for your Air and Moisture Barrier to be repaired or replaced instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of your Air and Moisture Barrier actually exhibiting defects at the time of settlement. The replacement Air and Moisture Barrier, as well as any remaining original Air and Moisture Barrier, will be warranted only for the remainder of the original warranty period.

LIMITATIONS ON COVERAGE

Unlike some warranties, even if your StormFlash Air and Moisture Barrier was not properly installed according to GAF-Elk's application instructions or standard good construction practices, this limited warranty remains in effect. However, GAF-Elk will NOT be liable for and this Warranty does NOT apply to:

(1) Damage to your Air and Moisture Barrier resulting from anything other than an inherent manufacturing defect in your Air and Moisture Barrier, such as:

- a. Improper fastening of your Air and Moisture Barrier, faulty application or application not in strict accordance with GAF-Elk's printed application instructions.
- b. Subsequent structural changes or alterations to your roof or building, such as installation of equipment on your roof (for example, solar heating or air conditioning equipment or TV antennas).
- c. Settlement, movement or defects in the building, walls, foundation, roof deck, or materials used as roof base over which your Air and Moisture Barrier was applied or in the windows and doors around which your Air and Moisture Barrier was applied.

(2) Damage to your Air and Moisture Barrier resulting from causes beyond normal wear and tear, such as:

- a. Acts of nature, such as hailstorms or other unusually strong storms or winds above 60 mph, or
- b. Improper storage or handling of your Air and Moisture Barrier.
- c. Labor costs or the costs of materials except as specifically provided for above.
- d. Damage to the interior or exterior of any building or its contents, including, but not limited to, mold growth.

WHAT YOU MUST DO

To file a claim under this Warranty, you must send a notice of claim 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) and proof of application date, to: GAF-Elk, Warranty Service Department, 1361 Alps Road, Wayne, NJ 07470, within 30 days after your discovery of the alleged defect. **NOTE:** Notice to your contractor, builder or dealer 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 the terms of this Warranty. GAF-Elk may require you to submit, at your expense, sample Air and Moisture Barrier for testing and photographs. You should have this warranty certificate signed and dated by your contractor, builder or dealer to help establish proof of purchase and related information. You should retain this certificate for your records in the event 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 StormFlash Air and Moisture Barrier. 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. No one, including any representative or employee of GAF-Elk has authority to assume any additional liability or responsibility for GAF-Elk in connection with your underlayment 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.

EFFECTIVE DATE

This Limited Warranty is effective for StormFlash™ Air and Moisture Barrier installed after November 1, 2007.