

HeavenScape™ Limited Warranty

Warranty

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



HEAVENScape™ LIMITED WARRANTY

WHAT IS COVERED

This warranty covers your GAF Materials Corporation ("GAFMC") HeavenScape™ premium skylights and flashing. It does not cover any other roofing products.

WARRANTY TERM

Warranty coverage on your glass extends for 20 years, on your HeavenScape skylight and flashing for 10 years, and on the motor and electronic components for 5 years. The warranty term commences when your HeavenScape premium skylights and flashing are installed on your roof.

LIMITED WARRANTY

GAFMC warrants to you, the owner of HeavenScape premium skylights and flashing, that the glass in your HeavenScape premium skylight will not develop materially reduced transparency as a result of a manufacturing defect. **NOTE:** Fogging or condensation resulting from interior building humidity or indoor/outdoor temperature differentials are a result of environmental conditions, not a manufacturing defect. GAFMC also warrants that your HeavenScape premium skylights and flashing and the motors and electronic components will remain free from manufacturing defects that adversely affect their performance for the time periods described above.

EXCLUSIVE REMEDIES

Your exclusive remedy if any part of your HeavenScape premium skylights and flashing does not perform as stated above is:

1. **For Glass:** GAFMC will provide you with replacement glass.
2. **For Skylight and Flashing:** GAFMC will, at its sole option, either repair your HeavenScape premium skylight and flashing or provide a replacement component or complete product.
3. **For Motors and Electronic Components:** GAFMC will, at its sole option, either repair the motor or electronic component or provide a replacement for them.

Decisions as to the extent of repair required and whether a repair or replacement is appropriate will be made solely by GAFMC. Any replacement HeavenScape premium skylights or components will be warranted only for the remainder of the original warranty period.

TRANSFERABILITY

This limited warranty is fully transferable and assignable during the warranty term.

LIMITATIONS ON COVERAGE

Even if your HeavenScape premium skylights and flashing are not properly installed according to GAFMC's application instructions, this limited warranty remains in effect. However, GAFMC will NOT compensate you for:

1. Damage to your HeavenScape premium skylights and flashing resulting from anything other than an inherent manufacturing defect, such as: (a) improper installation of your HeavenScape premium skylight and flashing or application not in strict accordance with GAFMC's application instructions; (b) settlement, movement or defects in the building, walls, foundation or the roof base into which your skylight was applied; or (c) inadequate or improper attic ventilation or humidity control.
2. Damage to your HeavenScape premium skylights and flashing resulting from causes beyond normal wear and tear, such as: (a) acts of nature, such as hail, storms, winds or environmental contaminants; (b) impact of foreign objects on your skylight or adjacent roof; or (c) improper storage or handling of your skylight and flashing.
3. Changes in the color of the wood or exterior aluminum caused by ultraviolet rays.
4. Labor costs and costs relating to repair or replacement of other roofing components caused by problems with your skylight and flashing.
5. Damage to the interior or exterior of any building, including, but not limited to, mold growth.

WHAT YOU MUST DO

To file a claim under this Warranty, you must send written notice of claim, together with proof of purchase, the product model number (located on the identification plate inside the sill), and a description of the problem, to: GAFMC, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, within 30 days after your discovery of the alleged claim. **NOTE:** Notice to your contractor or dealer is NOT notice to GAFMC. Within a reasonable time after proper notification, GAFMC will evaluate your claim and resolve it in accordance with the terms of this Warranty. GAFMC may require you to submit photographs of your skylights and flashing at your expense and to provide access to your skylight and building interior, during normal business hours, to complete its evaluation of your 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 Materials Corporation and represents the SOLE REMEDY available to any owner of GAFMC's HeavenScape premium skylights. GAFMC makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. GAFMC 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 GAFMC. No one (other than an officer of GAFMC) has authority to assume any additional liability or responsibility for GAFMC in connection with your skylight 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 warranty is effective for HeavenScape premium skylights and flashing installed in the United States and Canada after February 15, 2004.



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