

Hearthstead®

Limited Asphalt Shingle Warranty

1988

CertainTeed Corporation ("CertainTeed"), subject to the conditions and limitations listed herein, warrants to the original homeowner/consumer that Hearthstead® shingles are free from actual manufacturing defects and will remain serviceable for 25 years following completion of shingle application.

CertainTeed, at its election, will repair or replace, on a non-prorated basis, any Hearthstead shingles proven to be defective during the first year following completion of the application of said shingles, up to a maximum liability which shall be equal to the reasonable replacement cost of the defective shingles, including labor, exclusive of costs of roof tear-off and of flashing and metalwork (and repairs required by defects therein).

Should any shingles prove to be defective subsequent to the first year following completion of shingle application, CertainTeed's maximum contribution toward the cost to the original homeowner/consumer of repairing or replacing said defective shingles shall be calculated using the reasonable replacement cost of the defective shingles, including labor, and by then decreasing that amount by 1/300 for each month of service measured from the date of installation of the shingles to the date when proven defective.

Shingle Applied	Warranty Period	Reduction Figure
Hearthstead® (Regular or Fungus Resistant)	25 Years (300 months)	1/300

The extent of repair or replacement required during the first year or any year subsequent to completion of shingle application, and the reasonable cost of such repair or replacement, shall be determined in the sole discretion of CertainTeed. The cost of roof tear-off is not covered by this warranty.

To obtain performance under the warranty the original homeowner/consumer shall notify CertainTeed in writing of any defect promptly following its discovery, and shall submit with such notice proof of date of purchase and application in order to provide CertainTeed an opportunity to investigate the claim and examine the material alleged to be defective. Any claimed defect for which notice is not received by CertainTeed within the 25 year warranty period is not covered by this warranty.

Notification shall be provided to CertainTeed Corporation, 1400 Union Meeting Rd., Blue Bell, Pa. 19422, Attention: Shelter Materials Group, Consumer Service Department. CertainTeed shall then promptly inspect the alleged defect and if such examination does disclose a defect covered by this warranty, shall, within a reasonable time after inspection, either repair or replace the defective shingles (if proven to be defective during the first year after completion of their application), or make the appropriate contribution toward repair or replacement in accordance with the preceding paragraphs.

Limitations

1. CertainTeed shall have no liability under this warranty for:

- Defects or failure caused by application of the shingles not in strict adherence with the instructions of CertainTeed.
- Any damage to the shingles caused by lightning, winds greater than 54 miles per hour (See Limited Wind Warranty which follows), hurricane, tornado, hailstorm, earthquake, fire, explosion, flood, solid objects falling on the roof, or any causes, except for ordinary wear and tear by the elements, not in the control of CertainTeed.
- Defects or failure of or damage caused by materials used as a roofing base over which

the shingles are applied, damage to the roof caused by settlement, distortion, failure or cracking of roof deck, walls or foundation of a building, or by traffic on the roof.

d. Damage caused by alteration after completion of the application of the shingles, whether such alteration be by structural additions, changes, or replacements, or by equipment installation (including, but not limited to, aerials, signs, water towers, fan housing, air conditioning equipment, and television antennas).

e. Damage to the roof due to any cause other than inherent manufacturing defects in the shingles.

f. Any variation in color or shading which may occur due to the positioning of the granules used as the surfacing material on these shingles.

g. If the applied shingle contains self-sealing asphalt strips, and if any of the strips fail to properly activate within the first year following the date of application of these shingles, CertainTeed shall have no liability under this warranty for such defects unless the aforementioned requirements pertaining to written notice to CertainTeed are met, and CertainTeed has been afforded the opportunity to hand seal, at its sole expense, any non-sealing shingles.

h. Fungus contamination, unless the applied shingle was sold as a fungus resistant shingle, in which event CertainTeed will repair or replace, or contribute toward the cost to the original homeowner/consumer of repairing or replacing, only such shingles which are proven to be contaminated with fungus during the warranty period; provided that the cost to CertainTeed of any such repair or replacement shall be calculated in accordance with the terms set forth herein with respect to CertainTeed's maximum contribution to the cost of repairing or replacing shingles proven to be suffering from actual manufacturing defects.

2. CertainTeed reserves the right to discontinue or modify any of its products, including the color of said shingles, without notice to the original homeowner/consumer, and shall not be liable to the original homeowner/consumer as a result of such discontinuance or modification.

3. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty is

effective on shingles applied on or subsequent to January 1, 1988. This limited warranty is not transferable. This warranty supersedes that written warranty previously issued by CertainTeed coded No. 20-20-619.

4. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES AND/OR WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED (SUCH AS THOSE MADE BY DEALERS, CONTRACTORS, DISTRIBUTORS, OR APPLICATORS OF THE SHINGLES), EXCEPT THAT THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT THE ORIGINAL HOMEOWNER/CONSUMER MAY HAVE ARE LIMITED TO THE DURATION OF THE WRITTEN WARRANTY UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT SHALL CERTAINTEED CORPORATION BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Limited Wind Warranty

CertainTeed warrants that its shingles will resist wind blow-off damage due to wind velocities, including "GUSTS", up to a maximum of fifty-four (54) MPH (Beaufort Scale #9) during the initial five (5) year period following application of the shingles.

If any such blow-off damage does occur during the first five (5) years of service following completion of shingle application, CertainTeed's maximum liability shall be equal to the reasonable cost of replacing blown off shingles, including labor, and the reasonable cost of manually sealing the unsealed shingles remaining on the roof. The extent of replacement and repair and the reasonable cost thereof shall be determined in the sole discretion of CertainTeed.

In the event the shingles involved contain self-sealing asphalt strips, paragraph (g) under Limitations may apply during the first year after application.

This Limited Wind Warranty is not transferable.

Any costs in excess of CertainTeed's contribution shall be the owners' responsibility through homeowner's insurance, etc.

by: Peter Jachow
President Shelter Materials Group

attest: Thomas Q. Decker
Secretary

CertainTeed

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