

Limited Warranty for ShingleMatch™ Roof Accessory Paint

Who is Covered.

You are covered by this warranty if you live in the continental United States, Hawaii or Canada and are the original property owner (i.e., not a builder or installer) of a building when ShingleMatch™ Roof Accessory Paint was used on your roof or the first subsequent owner if this warranty was properly transferred.

This Limited Warranty may not be transferred or assigned, directly or indirectly, except for one transfer, and only if the second owner notifies GAF-Elk in writing within 60 days after the property transfer.

What is Covered/How Long.

GAF-Elk Corporation warrants that your ShingleMatch Roof Accessory Paint is free from manufacturing defects that would adversely affect its performance by chipping, cracking or peeling for a period of one year from its application.

Sole and Exclusive Remedy

If your ShingleMatch Roof Accessory Paint has a manufacturing defect covered by this Limited Warranty, GAF-Elk will provide you with replacement ShingleMatch Roof Accessory Paint or refund to you the original purchase price of your ShingleMatch Roof Accessory Paint, excluding the cost of labor.

Limitations and Exclusions

GAF-Elk shall not be liable for any damages to your ShingleMatch Spray Paint resulting from anything other than an inherent manufacturing defect or for damages to your shingles, penetrations or other part of your roofing system. In particular, GAF-Elk is not responsible for, or has any obligations under this Limited Warranty for:

1. Damages resulting from causes other than an inherent manufacturing defect, such as:
 - a. Hail, tornadoes or wind-blown debris.
 - b. Improper storage or handling of ShingleMatch Roof Accessory Paint.
 - c. Exposure to harsh liquids or chemicals.
2. Damages resulting from the application or removal of your ShingleMatch Roof Accessory Paint.
3. Shading or variations in the color of your ShingleMatch Roof Accessory Paint as a result of exposure to the elements.
4. Labor costs of any kind.
5. Damage to the interior or exterior of any building, including, but not limited to, mold growth.
6. Damages arising out of the use of ShingleMatch Roof Accessory Paint for uses other than on a rooftop and as specifically recommended by GAF-Elk.

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), and proof of application date, to: GAF-Elk, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, USA, 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.

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 ShingleMatch Roof Accessory Paint. 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 ShingleMatch Roof Accessory Paint 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 at 1361 Alps Road, Wayne NJ 07470 USA, Attn: Warranty Service Department.)

Effective Date

This Limited Warranty is effective for ShingleMatch Roof Accessory Paint after January 1, 2008.

Your Best And Safest Choice... Quality You Can Trust Since 1886

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