

# Weather Watch<sup>®</sup>, Weather Watch<sup>®</sup> XT, & StormGuard<sup>®</sup> Limited Warranty

Updated: 12/09



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



## WEATHER WATCH®, WEATHER WATCH® XT, AND STORMGUARD® LIMITED WARRANTY

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Total Roof Area (sq.ft) # Of Rolls of Weather Watch®, Weather Watch® XT,  
or StormGuard® Leak Barrier Used \_\_\_\_\_ Other GAF-Elk Product Used \_\_\_\_\_

### ROOFING APPLICATOR:

Date of Completion \_\_\_\_\_ Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Date of Expiration \_\_\_\_\_ Address \_\_\_\_\_

### Limited Warranty

GAF-Elk Corporation warrants to you, the original owner of its Weather Watch®, Weather Watch® XT, or StormGuard® waterproof underlayment, that GAF-Elk Corporation will reimburse you in accordance with this warranty if your waterproof underlayment allows leaking to occur to the interior of your building as a result of a manufacturing defect.

Note: Under severe weather conditions, ice damming may extend beyond areas of your deck covered by waterproof underlayment. Any leaking which may result is not covered by this warranty.

This warranty extends for the same length of time as the written warranty on the shingles under which the waterproof underlayment is installed up to a maximum term of thirty years. The warranty term starts at the completion of underlayment installation and terminates if either the underlayment or the overlying shingles are replaced or the building is sold (subject to the limited transferability provision below).

### Exclusive Remedies

For any portion of your Weather Watch®, Weather Watch® XT, or StormGuard® underlayment that allows leaking as a result of a manufacturing defect, GAF-Elk will contribute to the cost of either repairing or replacing your underlayment, 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 any defective underlayment, including labor to re-install both it and the shingles over the affected portion (but not including metal work, flashing, and other related work), and will provide replacement underlayment and shingles.
  - b. If GAF-Elk shingles are not used: GAF-Elk will pay you the full reasonable cost to repair or replace any defective underlayment, including labor to re-install only the defective underlayment over the affected portion (exclusive of shingles, metal work, flashings, and other related work), and will provide replacement underlayment material.
2. For the remaining warranty period: In the event that any portion of your Weather Watch®, Weather Watch® XT, or StormGuard® underlayment does not perform as warranted, GAF-Elk will provide you with replacement waterproof underlayment or, as its option, will reimburse you for the cost of replacement underlayment, EXCLUDING labor and any costs involved with repairing or replacing the overlying shingles.

Decisions as to the extent of repair or replacement required, whether the waterproof underlayment 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 underlayment to be repaired or replaced instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of the underlayment actually exhibiting defects at the time of settlement. The replacement waterproof underlayment, as well as any remaining original underlayment, will be warranted only for the remainder of the original warranty period.

### Transferability: Remedy for the New Homeowner

This limited warranty may not be transferred or assigned directly or indirectly, except for one transfer as follows:

- a. The second owner must notify GAF-Elk in writing within 60 days after the property transfer has occurred for any coverage to be transferred.
- b. If the transfer takes place within the first five years, the second owner shall be entitled to all benefits contained in this warranty.
- c. If the transfer takes place after the first five years, the length of this warranty shall be reduced to the two-year period after ownership changes. During the two-year period, GAF-Elk will provide an amount of replacement underlayment (excluding labor) reduced by the amount of use that has been received from the underlayment from the date of installation.

(See Reverse for Limitations & Exclusions)

### **Limitations on Coverage**

GAF-Elk Corporation will NOT be liable for and this Warranty does NOT apply to:

1. Damage to your waterproof underlayment or roof or leaking to the interior of your building resulting from anything other than an inherent manufacturing defect in your underlayment, such as:
  - a. Improper fastening of your underlayment, faulty application, or application not in strict accordance with GAF-Elk's printed application instructions.
  - b. Subsequent structural changes or alterations to your roof, 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 the underlayment was applied.
2. Damage to your waterproof underlayment or leaking to the interior of your building 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 waterproof underlayment.
3. Labor costs or the costs of materials, except as specifically provided for above.

### **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 Corporation, Warranty Service Department, 1361 Alps Road, Wayne, NJ 07470, within 30 days after your discovery of the alleged defect. NOTE: Notice to your contractor 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 waterproof underlayment for testing and photographs. You should have this warranty certificate signed and dated by your contractor 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, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. This warranty is your exclusive warranty from GAF-Elk Corporation and represents the SOLE REMEDY available to any owner of GAF-ELK's waterproof underlayment. GAF-ELK makes NO OTHER REPRESENTATION OR WARRANTY of any kind other than that stated herein. GAF-Elk Corporation WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL 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 states 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 state to state.

### **Effective Date**

This Limited Warranty is effective for Weather Watch®, Weather Watch® XT, or StormGuard® underlayment installed within the continental United States and Hawaii after January 1, 2010.