

WeatherSide™ Limited Warranty

Updated: 2/02



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

WeatherSide™

FIBER-CEMENT SIDING

LIMITED WARRANTY

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GAF Materials Corporation (GAFMC) warrants to you, the original owner of its WeatherSide™ fiber cement siding, that it will compensate you as described below if your WeatherSide™ siding does not remain free from manufacturing defects that adversely affect its performance for 25 years. **THIS WARRANTY IS NOT TRANSFERABLE.** The warranty period starts at the completion of your WeatherSide™ installation and terminates if the building is sold or transferred.

SOLE AND EXCLUSIVE REMEDY

For any portion of your WeatherSide™ siding that does not perform as warranted, GAFMC will contribute to the cost of either repairing or replacing your WeatherSide™ siding, at its sole option and as its only obligation to you, as follows:

- (1) During the First Year. If your WeatherSide™ siding has been applied for less than one year, GAFMC will pay you the full reasonable cost to repair or replace any defective siding, including labor to re-install it (but not including metal work, flashing or other related work), and will provide replacement siding.
- (2) For the next Twenty-four Years. During the remaining 24 years, GAFMC's contribution to you will be based on providing replacement WeatherSide™ siding, adjusted to reflect the amount of use you have received from your siding, which will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty period.

LIMITATIONS ON COVERAGE

GAF Materials Corporation will **NOT** be liable for and this Warranty does not apply to:

- (1) Damages to your siding resulting from any thing other than an inherent manufacturing defect in your WeatherSide™ siding, including, but not limited to:
 - (a) improper fastening of your siding, faulty application or application not in accordance with GAFMC's printed application instructions;
 - (b) settlement or movement of the building, walls, foundation; or
 - (c) defects in, or failure or misapplication of, material used as a base over which the siding was applied.
- (2) Damage to your WeatherSide™ siding resulting from causes beyond normal wear and tear including, but not limited to:
 - (a) acts of God, such as hailstorms, winds over 46 mph or other unusually strong storms or earthquakes;

- (b) impact of foreign objects on the siding; or
- (c) improper storage or handling of siding.
- (3) **CONSEQUENTIAL OR SPECIAL DAMAGES** of any kind whatsoever, including **DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING OR TO ANY PROPERTY CONTAINED IN OR NEAR IT.**

NOTIFICATION OF CLAIMS

To file a claim under this Warranty, you must send a notice of claim in writing, together with proof of purchase to establish that the warranty covers you and proof of application date, to: GAF Materials Corporation, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, within 30 days after your discovery of the alleged defect. **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, at your own expense, sample siding for testing and/or photographs.

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 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 WeatherSide™ siding. GAFMC makes **NO OTHER REPRESENTATIONS OR WARRANTY** of any kind other than that stated herein. **GAFMC WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND**, 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 GAFMC, has authority to assume any additional liability or responsibility for GAFMC in connection with your siding 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 GAF Materials Corporation WeatherSide™ siding sold after March 1, 2002.



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