



# 2004

**WINTERGUARD™  
SERIES  
LIMITED  
WARRANTY  
CERTAINTEED  
CORPORATION**



**CertainTeed** 

## LIMITED WARRANTY

### What and Who is Covered and For How Long

CertainTeed warrants to the consumer that its WinterGuard Sand, WinterGuard Granular and WinterGuard HT Waterproofing underlayments, when applied beneath a new shingle, slate or tile roof application, or re-roof application and when applied to a clean roof deck, will be free from manufacturing defects and will remain watertight with respect to that area only over which it is applied for the period of the written warranty applicable to the roofing material applied over the WinterGuard up to a maximum of 50 (fifty) years. The WinterGuard HT also can be applied under metal roofing with the same warranty and restrictions. WinterGuard Sand and WinterGuard Granular are not approved, and thus not warranted, for application under metal roofing.

When WinterGuard is used in approved roofing applications other than noted above, such as valley replacements, CertainTeed warrants to the consumer that the WinterGuard will be free from manufacturing defects and will remain watertight with respect to that area only over which it is applied for a period of five (5) years from the date of installation.

All application instructions and precautions must be observed for this warranty to be valid.

In the event of repair or replacement pursuant to the terms of this warranty, the original warranty shall apply to the repaired or replacement WinterGuard and will extend for the balance of the warranty period in effect at the time the WinterGuard proved defective.

### SureStart™ Protection

Under the SureStart™ warranty feature, CertainTeed will pay the reasonable cost to repair or replace, at its option, any WinterGuard material proven to be defective during the first five years following installation. CertainTeed's maximum liability under SureStart will be equal to the reasonable cost to repair or replace the defective WinterGuard, and any roofing materials (as noted above) damaged as a result of the defective WinterGuard, including labor to re-install both the WinterGuard and the roofing materials over the affected portion of the roof. CertainTeed shall not be responsible or liable for costs of roof tear-off and disposal or of flashing and metal work (and repairs required by defects therein). SureStart protection only applies to WinterGuard which is installed in new roofing applications (as noted above).



### After SureStart

Should any WinterGuard material prove to be defective subsequent to the SureStart period, or in the event the WinterGuard is not installed in a new asphalt shingle application, CertainTeed's maximum contribution toward the cost of repairing or replacing, at its option, the defective WinterGuard will be calculated by dividing the

remaining number of months in the warranty period of the shingles applied on top of the WinterGuard (or, if applicable, the number of months remaining in the five (5) year warranty coverage) by the total duration (in months) of that warranty, and by then taking the resulting percentage and multiplying it by the reasonable cost to replace the defective WinterGuard and any affected shingles (excluding costs of any labor, tear-off, disposal, or flashing or metal work).

### **Limitations**

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF CERTAINTEED. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A CONSUMER/HOMEOWNER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. CERTAINTEED DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.**

### **What the Customer Must Do**

To obtain performance under this warranty, the consumer shall promptly notify CertainTeed in writing. 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, at its option, the defective material or reimburse the property owner the appropriate amount for the repair or replacement of the material under the terms of this warranty. In the event CertainTeed elects to pay the property owner for the reasonable cost to repair or replace the defective material, CertainTeed shall pay the lesser of the reasonable cost of repair or replacement.

Notification should be sent to:

CertainTeed Corporation  
1400 Union Meeting Road  
Blue Bell, PA 19422  
Attention: RPG, Technical Services Department  
800-345-1145

***This warranty, which is effective on WinterGuard applied on or after January 1, 2004, supersedes the written warranty previously issued by CertainTeed coded No. 20-20-1878.***

**CertainTeed Corporation**  
**Roofing Products Group**  
**P.O. Box 860**  
**Valley Forge, PA 19482**  
**800-345-1145**

**CertainTeed**   
*Quality made certain. Satisfaction guaranteed.*