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**OWENS CORNING** ROOFING AND ASPHALT, LLC ONE OWENS CORNING PARKWAY TOLEDO, OHIO, USA 43659

1-800-GET-PINK™ www.owenscorning.com

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Berkshire Shingles



# Limited Lifetime Warranty of Berkshire Shingles and Berkshire Hip & Ridge

Limitations on the transferability of this warranty are set forth herein.

### Introduction

Thank you for your recent purchase of Owens Corning Berkshire® shingles and Berkshire® Hip & Ridge. We believe we manufacture the highest quality and most attractive shingles available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, the terms contained herein are subject to change without notice. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING. Or visit our Web site at www.owenscorning.com.

# Who Is Covered/How Long Are You Covered

If you live in the United States or Canada and you are the original consumer purchaser (i.e., the homeowner, not the installer or contractor) or the first transferee from the original consumer purchaser of our *Berkshire* shingles and *Berkshire* Hip & Ridge, you are entitled to the benefits of this warranty.

We provide the homeowner(s) who purchases the *Berkshire* shingles and *Berkshire* Hip & Ridge with a warranty that lasts the lifetime of the homeowner(s). The lifetime coverage offered by this warranty automatically ceases upon the sale of the property, or death of the last of the owner(s) who owned the home at the time of the application. Upon change of ownership, the warranty will be converted to a fifty (50) year warranty, provided it is transferred as described below.

For shingles purchased by other entities or installed on other types of buildings, the warranty coverage will be fifty (50) years. For example, the fifty (50) year warranty would apply to all property owned by governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residence.

# Transferability of This Warranty

You can transfer this warranty one time, anytime during the life of the warranty. This warranty will be transferred to the purchaser of your home under the terms and conditions of this warranty as a fifty (50) year limited warranty. For this warranty to be transferred, the new homeowner (first transferee) must complete and return the attached Warranty Transfer Card along with a transfer fee of one hundred dollars (\$100.00) within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. Proof of purchase of the Berkshire components, including shingles and hip and ridge, and the application date must be submitted at the same time. AFTER YOU HAVE TRANSFERRED THIS WARRANTY TO THE PURCHASER OF YOUR HOME, IT MAY NOT BE TRANSFERRED AGAIN. THAT IS, THE PURCHASER OF YOUR HOME MAY NOT TRANSFER THIS WARRANTY TO ANY SUBSEQUENT PURCHASERS.

### What Is Covered

We warrant that your Owens Coming *Berkshire* shingles and *Berkshire* Hip & Ridge are free from any manufacturing defects that materially affect their performance on your roof

# What Is Not Covered

We do not cover damage to the product which is due to any cause not expressly covered herein. After our *Berkshire* shingles and *Berkshire* Hip & Ridge leave our manufacturing facility, they are subjected to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective shingles caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- Acts of God such as hail storms and winds in excess of 110 miles per hour where Berkshire shingles have been installed with Owens Corning Berkshire Hip & Ridge shingles.
- Foot traffic on your roof or damage caused by objects (such as tree branches) falling on your roof;
- Improper or faulty installation of your shingles. Installation must be in accordance with our written installation instructions:
- Inadequate attic ventilation or roof drainage. If you have any questions about appropriate ventilation requirements, please contact us at 1-800-ROOFING;

- Settlement of the structure of your home or buckling or cracking of the deck over which your shingles are installed;
- 6. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment installation, painting, or the application of cleaning solutions, coatings, or other modifications:
- 7. Labor costs incurred after the Tru PROtection® coverage period has expired; and
- 8. Any costs that you incur that are not authorized in advance by Owens Corning.

### What Is Your Remedy

- 1. Tru PROtection® Coverage Period—The Tru PROtection coverage period is ten (10) years for all Berkshire shingles and Berkshire Hip & Ridge. During the Tru PROtection coverage period of this warranty, we will pay you 100% of material and labor costs, as reasonably determined by Owens Corning, to repair, replace or recover defective shingles, subject to certain limitations. Specifically, we will not pay for any metalwork, flashings or other related work, and we will not pay for the cost to remove or dispose of your shingles.
- 2. Prorated Period—Once the Tru PROtection coverage period of this warranty has expired, material will be covered, but labor will not be covered, and we will take into account the number of years you have enjoyed the use of the material through the date of your claim, and reduce the amount of our payment to you accordingly. Beginning in year eleven (11), we will pay you 80% of material costs, as reasonably determined by Owens Corning to repair and/or replace the defective product. For each year thereafter, that amount will decrease by 2% until year forty (40). Beginning with year forty-one (41) and continuing through the end of the warranty period, Owens Corning will pay you 20% of the reasonable material costs.
- 3. Exception—However, at all times, Owens Coming's obligation to pay for repair or replacement of the defective product is subject to certain limitations. Specifically, all material costs must be pre-approved by Owens Corning and Owens Corning retains the right to provide materials in lieu of compensation. Additionally, Owens Corning will not pay for any accessories or other related work.

### What about Wind Resistance

Your shingles contain strips of asphalt sealant that require direct warm sunlight for several days in order to seal properly. If your shingles are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your shingles never receive direct sunlight or are not exposed to adequate surface temperatures, they may never seal. Prior to sealing, your shingles are more vulnerable to blow-offs and wind damage. This is the fundamental nature of shingles and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that may occur prior to thermal sealing having occurred. After your shingles have sealed, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds up to 110 MPH. HOWEVER, FOR ALL BERKSHIRE SHINGLES AND BERKSHIRE HIP & RIDGE, THE COVERAGE AGAINST SHINGLE BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF TEN (10) YEARS ONLY FOLLOWING THE DATE OF INSTALLATION, AND NOT FOR THE FULL WARRANTY PERIOD OF THE SHINGLE.

# What About Algae Resistance

The Owens Coming Berkshire shingles and the Owens Coming Berkshire Hip & Ridge that you purchased are "Algae Resistant" ("AR"), and are covered under this warranty for a period of fifteen (15) years (prorated after the first twelve [12] months) commencing on the date of installation ("AR Warranty Period") against discoloration caused by algae growth. If such discoloration occurs during the AR Warranty Period, you will be entitled to the following remedy.

1. Remedy for Algae Growth—If your Berkshire shingles and Berkshire Hip & Ridge are discolored by algae growth during the first twelve (12) months of the AR Warranty Period, we will cover the cost, including labor (such cost not to exceed the initial cost of the shingles and hip and ridge plus the initial cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected shingles and hip and ridge, subject to certain limitations. Specifically, we will not cover any metalwork, flashings, or other related work, and we will not cover the cost to tear off or dispose of your shingles and hip and ridge. For purposes of this shingle warranty, the term "repair" as used above refers to cleaning or otherwise removing any algae growth from affected shingles and hip and ridge. Decisions regarding whether your shingles and hip and ridge should be repaired, replaced or recovered, will be made solely by Owens Corning.

2. Proration—If your Berkshire shingles and Berkshire Hip & Ridge have been installed longer than twelve (12) months, labor will not be covered and we will prorate the cost of your coverage to take into account the number of months of use you have enjoyed through the date of your claim. For example: If you make your claim in the last month of the 5th year of the AR Warranty, (i.e., the 60th month), we would not cover labor but would cover half of the reasonable material cost of the affected Berkshire shingles and Berkshire Hip & Ridge (such cost not to exceed half of the initial cost of the Berkshire product[s]).

### Replacement Shingle Variations

As a result of our ongoing efforts to improve and enhance our shingle product line, we must reserve the right to discontinue or modify our shingles, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement shingles you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace any of your shingles under this warranty, we reserve the right to provide you with substitute shingles that are comparable only in quality and price to your original shingles.

### Claims Process

To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. Just call us at 1-800-ROOFING or send us a letter addressed to Owens Corning, Customer Response Center, One Owens Corning Parkway, Toledo, Ohio 43659. Explain the problem and include proof of purchase for the shingles and hip and ridge and the date they were installed on your roof. Shortly after we receive your communication, we will contact you regarding your claim and will walk you through the entire process. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles and/or shingle samples for us to test. If you have any questions, do not hesitate to write us at the address above, call 1-800-ROOFING or visit our Web site at www.owenscorning.com.

### Limitations

ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

YOUR REMEDY FOR DEFECTIVE SHINGLES IS FULLY DESCRIBED IN THE PRECEDING SECTION ENTITLED "WHAT IS YOUR REMEDY." YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE TO YOUR HOME OR TO YOUR HOME'S CONTENTS.

Some states may not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

# Type of Shingles:

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	Warranty Length	Tru PROtection® Nonprorated Period	Wind	Wind Warranty Length	Algae
Berkshire® Shingles	Lifetime	10 YRS	110 MPH	" 10 YRS	15 YRS
Berkshire® Hip & Ridge	Lifetime	10 YRS	110 MPH	" 10 YRS	15 YRS
Name of Contractor	Date of Installation		on		
Address					
City		State		Zip	
Phone Number					

# Owens Corning Berkshire® Shingles and Berkshire® Hip & Ridge Limited Warranty—Warranty Transfer Card

This card is to be completed at time of warranty transfer.	Transferred to:			
Original Installation Date:	Real Estate Transfer Date:			
Original Purchaser:	— New Owner's Name:			
Work Phone: ()				
Home Phone: ()	— Home Phone: ()			
E-mail Address:				
Address of Property:	Submitted by: Date:			
Mail This Card and Remit Check to: Owens Corning Roofing & Asphalt, LLC Attn: Roofing Warranty Administrator PO Box 69071 Charleston, WV 25334	□ One Hundred Dollar (\$100.00) Transfer Fee Enclosed □ Proof of Purchase and Installation Date Enclosed  Transfer card must be returned within sixty (60) days of the date of real estate transfer.  Call 1-800-ROOFING with questions regarding warranty transfer.  For more information, call 1-800-GET-PINK™ or visit our Web site at www.owenscorning.com. ©2007 Owens Corning.			
Owens Corning Berkshire® Shingles and Berkshire®	Hip & Ridge Limited Warranty—Registration Card			
Completion of this registration card is optional.	Owens Corning Product Registration:			
Original Installation Date:	Number of Squares Purchased:			
Homeowner Name:				
Address:	Was your new roof installed over existing shingles?			
City:	Uyes Uno Udon't know			
State: ZIP:	If not, what type of asphalt-saturated felt was used? $\square$ 15 lb. $\square$ 30 lb.			
Work Phone: ()	— Other Owens Corning Products Installed: yes no don't know			
Home Phone: ()	VentSure® Ventilation Products:			
E-mail Address:	Dowlookiya® Him 9 Didge.			
Signature of Homeowner:	Berkshire® Hip & Ridge:			
Name of Contractor/Installer:				
Name of Contractor/instance.	WeatherLock® Waterproofing Underlayment:			

Pub. #: 57735-C Caption: BerkLifeWar Client: Owens Corning Job #: 71-16700-335 Unit: Collateral

Trim (flat): 18.375" x 8.5" Bleed (flat): 18.625" x 8.75"

Product Code: 22- Roofing

Acct. Manager: A. Holtyn Art Director: S. Mello Live (flat): Writer: J. Handelsman Line Screen: 175 ls / 2/2 (K + 485) Print Producer: T. Jordan Traffic: J. Fried

Prefix: 61835 Proof: 1 Date: 11/19/07 Studio Artist: bp

Art Producer: K. Lyons-Urbanek

Fonts: Helvetica, Gylpha, Univers, Zapf Dingbats (AD)