

**ELK Asphalt Shingles Limited Warranty**

04/13/2005

Effective: October 15, 2004

ELK CORPORATION OF ALABAMA or ELK CORPORATION OF TEXAS, whichever entity is the manufacturer ("ELK"), warrants to the person who owns a house or other residential or commercial building or premises when ELK ASPHALT SHINGLES ("Shingles") are purchased and installed on that building or premises ("Original Owner") and any Authorized Transferee (as defined below) that the Shingles (1) are free from defects in materials or manufacturing workmanship that would adversely affect the performance of the Shingles; (2) will be resistant to blow-offs in wind velocities up to the maximum velocities and for the applicable limited wind warranty period stated below; and (3) when manufactured with StainGuard® treatment, will inhibit the discoloration of roofing granules caused by growth of algae for the first ten (10) years after installation.

**LIMITED WARRANTY PERIODS AND MAXIMUM WIND VELOCITIES:** This Limited Warranty commences at the completion of the proper original installation of the Shingles and continues only for the applicable limited warranty periods and up to the maximum wind velocities described below.

Types of Shingles	Limited Warranty Period Non-Prorated Umbrella Coverage Period*	Limited Wind Warranty Period Maximum Wind Velocity	StainGuard Limited Warranty Period
Prestique® Plus High Definition®	50 Years 7 Yearsâ€ / 5 Years	5 Years 110 MPH** / 80 MPH***	None
Prestique Plus High Definition with StainGuard®	50 Years 7 Yearsâ€ / 5 Years	5 Years 110 MPH** / 80 MPH***	10 Years
Prestique Gallery Collectionâ„¸	50 Years 7 Yearsâ€ / 5 Years	5 Years 110 MPH** / 80 MPH***	None
Prestique Gallery Collection with StainGuard	50 Years 7 Yearsâ€ / 5 Years	5 Years 110 MPH** / 80 MPH***	10 Years
Prestique Grand® High Definition	40 Years 7 Yearsâ€ / 5 Years	5 Years 90 MPH** / 80 MPH***	None
Prestique Grand® High Definition with StainGuard	40 Years 7 Yearsâ€ / 5 Years	5 Years 90 MPH** / 80 MPH***	10 Years
Prestique I High Definition	40 Years 7 Yearsâ€ / 5 Years	5 Years 90 MPH** / 80 MPH***	None
Prestique I High Definition with StainGuard	40 Years 7 Yearsâ€ / 5 Years	5 Years 90 MPH** / 80 MPH***	10 Years
Prestique Cool Color Series	40 Years 7 Yearsâ€ / 5 Years	5 Years 90 MPH** / 80 MPH***	10 Years
Prestique High Definition	30 Years 7 Yearsâ€ / 5 Years	5 Years 80 MPH	None
Prestique High Definition with StainGuard	30 Years 7 Yearsâ€ / 5 Years	5 Years 80 MPH	10 Years
Raised Profileâ„¸	30 Years 7 Yearsâ€ / 5 Years	5 Years 70 MPH	None
Raised Profile with StainGuard	30 Years 7 Yearsâ€ / 5 Years	5 Years 70 MPH	10 Years

\* If this Limited Warranty is transferred to an Authorized Transferee after the first anniversary of completion of the original installation of the Shingles, notwithstanding the above table, the limited warranty period will expire on the fifth anniversary of the date of transfer to the Authorized Transferee of the building or premises on which the Shingles were installed and will be prorated and limited as described below, and the Limited Wind Warranty, if applicable and still in effect, will expire on the fifth anniversary of the original installation of the Shingles. In that event, the StainGuard Limited Warranty, if applicable and still in effect, will expire on the earlier of (i) the fifth anniversary of the date of transfer or (ii) the tenth anniversary of the original installation.

\*\* For a Limited Wind Warranty up to 110 MPH for Prestique Gallery Collection or Prestique Plus, or 90 MPH for Prestique Grand<sup>Å</sup> and Prestique I, at least six (6) properly placed NAILS and Elk Starter Strip shingles are required. See application instructions printed on the Shingle wrapper.

\*\*\* All Limited Wind Warranties require the installer to follow the application instructions printed on the Shingle wrapper.

â€| The seven year non-prorated Umbrella Coverage Period applies only when a full Elk roof system is installed with the original installation of the Shingles, all in accordance with Elk's application instructions for such products. A full Elk roof system includes Elk Hip and Ridge shingles on all hips and ridges, Elk Starter Strip along all rake and eave edges, an Elk ventilation system, and Elk All-Climate Self Adhering Underlayment in all valleys. Additionally, Elk All-Climate Self-Adhering Underlayment is required along the rake and eave edges of the roof in and north of the states of VA, KY, MO, KS, CO, UT, NV, & OR.

THE USEFUL LIFE OF A GIVEN SHINGLE MAY BE AFFECTED BY MANY FACTORS, INCLUDING: THE WEATHER CONDITIONS TO WHICH IT IS EXPOSED; THE QUALITY OF ITS INSTALLATION; THE TYPE AND QUALITY OF THE CONSTRUCTION, INCLUDING THE ROOF DECKING AND VENTILATION; AND OTHER FACTORS OVER WHICH ELK HAS NO CONTROL.

THIS LIMITED WARRANTY DESCRIBES YOUR REMEDY IN THE EVENT YOUR SHINGLES ARE FOUND TO HAVE DEFECTS IN MATERIAL OR MANUFACTURING WORKMANSHIP WHICH AFFECT PERFORMANCE BEFORE THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. NO LIMITED WARRANTY ASSURES THAT THE COVERED PRODUCTS WILL LAST THE ENTIRE LENGTH OF THE APPLICABLE WARRANTY PERIOD.

LIMITATIONS OF REMEDIES AND LIABILITY: This Limited Warranty is the sole and exclusive remedy provided by ELK for Shingles containing manufacturing defects. For warranty claims of Original Owners, to the extent of those Shingles that actually manifest defects in material or manufacturing workmanship which affect performance during the applicable limited warranty period stated above, ELK will either: (1) pay the reasonable replacement cost of defective Shingles and the reasonable cost of necessary application labor for such shingles, prorated after five years/seven yearsâ€| from installation as set forth below; or (2) provide replacement shingles only or pay the reasonable cost for replacement shingles of a similar design; or (3) pay the reasonable cost for repair of the defective Shingles. For warranty

claims of Authorized Transferees, to the extent of those Shingles that actually manifest defects in material or manufacturing workmanship which affect performance during the applicable limited warranty period stated above, ELK shall either: (1) pay the reasonable replacement cost of defective Shingles, without application labor, prorated from the date of transfer as set forth below; or (2) pay the reasonable cost for replacement shingles of a similar design, without application labor, prorated from the date of transfer as set forth below; or (3) pay the reasonable cost for repair of the defective Shingles. The decision on which of the stated remedies is provided to an Original Owner or Authorized Transferee in each individual case shall be at the sole discretion of ELK. If proration applies, as stated above, the amount that ELK will pay to an Original Owner will be reduced by the amount of usage received from the Shingles; in that event, ELK will pay a prorated percentage of the applicable reasonable cost described above, which will be calculated by dividing the number of months remaining in the limited warranty period by the number of months in the original limited warranty period. The amount that ELK will pay to an Authorized Transferee also will be reduced by the amount of usage received from the Shingles, but in this case the applicable prorated reasonable cost will be calculated by dividing the number of months remaining in the five-year post-transfer warranty period by sixty months. If providing replacement shingles, ELK, wherever possible, shall replace Shingles with shingles of the same color and design. However, since color variations exist between shingles manufactured at different times and since ELK may discontinue or modify its shingles, ELK reserves the right to replace defective Shingles with shingles of similar color and/or design. The application labor covered by this Limited Warranty does not include costs for tear-off, dump fees, decking, flashing, metal work, underlayment or related work.

**DISCLAIMER OF WARRANTIES. THE WARRANTIES IN THE FIRST PARAGRAPH OF THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN BY ELK AND ARE IN PLACE OF ALL OTHERS, SUPERSEDING ANY PRIOR, CONTRARY OR OTHER REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ELK HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

**EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. IN NO EVENT WILL ELK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE ELK shingles, OR FROM DEFECTS OR NONCONFORMITY TO SPECIFICATIONS OF ELK SHINGLES, OR FROM ELK'S OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory, and by purchasing Elk Shingles, the Buyer waives and releases all other remedies, claims, and rights.**

**SOME STATES MAY NOT ALLOW CERTAIN LIMITATIONS ON IMPLIED WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THEORIES OF**

LIABILITY, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER AND ANY AUTHORIZED TRANSFEREE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS OF THIS LIMITED WARRANTY SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT WITHOUT BEING IMPAIRED OR INVALIDATED AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

LIMITED WIND WARRANTY: ELK's Limited Wind Warranty against blow-offs is subject to each of the following conditions or limitations:

(A) The Limited Wind Warranty applies only to damage from winds up to the maximum wind velocities set forth above; in no event shall ELK be liable for any loss or damage due to wind velocities in excess of the applicable maximum velocity.

(B) The Limited Wind Warranty applies only until the fifth anniversary of the date of original installation of the Shingles, and ELK's liability for any breach of the Limited Wind Warranty is limited to ELK's obligation to pay the reasonable cost of replacing Shingles that have blown off and the reasonable cost of manually sealing any unsealed Shingles which have had adequate exposure to heat.

(C) IMPORTANT: The Limited Wind Warranty is conditioned upon installation of the Shingles in accordance with ELK's application instructions as printed on the Shingle wrapper and the thermal sealing of the Shingles. In order for such sealing to occur, the Shingles must be exposed to adequate heat from direct sunlight. THE APPLICATION INSTRUCTIONS FOR PRESTIQUE PLUS, PRESTIQUE GALLERY COLLECTION, AND PRESTIQUE I SHINGLES CONTAIN SPECIAL TECHNIQUES REQUIRED BEFORE THE SHINGLES WILL CARRY THE MAXIMUM LIMITED WIND WARRANTY.

STAINGUARD LIMITED WARRANTY: ELK's StainGuard Limited Warranty is subject to each of the following conditions or limitations:

(A) The StainGuard Limited Warranty applies only to Shingles manufactured, labeled and sold with StainGuard treatment, and only to the discoloration of roofing granules caused by growth of algae.

(B) The StainGuard Limited Warranty applies only during the first ten (10) years after original installation of the Shingles or, in the case of Authorized Transferees, the first five (5) years after transfer, if shorter, and ELK's liability for any breach of the StainGuard Limited Warranty is limited to ELK's obligation to pay the reasonable cost of commercially cleaning or treating Shingles that have become discolored, or, only if ELK elects, replacing discolored Shingles.

(C) The Original Owner or Authorized Transferee making a claim under the StainGuard Limited Warranty retains all responsibility for finding, hiring and

completing such treatment by a qualified professional, as recommended by ELK. Such cleaning professional will have sole responsibility for completing such treatment in a competent manner and for any further warranties that may be given. NOTE: TREATMENT WITH CLEANING SOLUTIONS NOT APPROVED OR RECOMMENDED BY THE ASPHALT ROOFING MANUFACTURERS ASSOCIATION MAY VOID THIS LIMITED WARRANTY.

(D) The StainGuard Limited Warranty is only available in the states of Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri (St. Louis ONLY), Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington D.C., Wisconsin and West Virginia.

LIMITED WARRANTY APPLICABLE TO ELK HIP AND RIDGE: If ELK Z<sup>Å</sup>® Ridge, Seal-A-Ridge<sup>Å</sup>® with formula FLX<sup>Å</sup>,,ç, RidgeCrest<sup>Å</sup>,,ç vented high profile ridge, RidgeCrest high profile hip and ridge, or other ELK hip and ridge shingles are installed on the same house or other residential or commercial building or premises with the Shingles, ELK warrants to the Original Owner and any Authorized Transferee that such hip and ridge shingles (1) are free from defects in materials or manufacturing workmanship that would adversely affect the performance of the hip and ridge shingles; and (2) will be resistant to blow-offs in wind velocities up to seventy miles per hour (70 mph) until the fifth anniversary of the date of original installation of the hip and ridge shingles. Such hip and ridge shingles are warranted under this Limited Warranty for a period of time expiring at the end of the remaining limited warranty period applicable to the Shingles as it would apply to an Original Owner or an Authorized Transferee, as the case may be. The Limited Warranty applicable to ELK hip and ridge shingles is conditioned upon installation of such shingles in accordance with ELK's application instructions as printed on the hip and ridge shingle wrapper. ELK's liability for any breach of the Limited Warranty is limited by the same limitations of remedies and liability applicable to the Shingles.

WHAT IS NOT COVERED: ELK shall not be liable for, and this Limited Warranty does not apply to, any damages to the Shingles or any other property from any cause other than defects in materials or manufacturing workmanship defined in the Limited Warranty. The causes not covered by this Limited Warranty include, without limitation, damage to the Shingles caused by: (a) fire, casualty or acts of God, such as hailstorms, hurricanes, or tornadoes; (b) any distortion or movement of the roof deck, walls, or foundation of the building or other premises; (c) installation of the Shingles not conforming with the instructions printed on the Shingle wrapper; (d) any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals or modifications of any kind; (e) traffic (walking on the roof), misuse, neglect, or improper handling or use of the Shingles before, during or after installation; (f) decking nails or staples backing out and either perforating or pushing up the Shingles; (g) improper ventilation or drainage; (h) improper handling or storage of the Shingles by parties other than ELK, including from excessive exposure to impact, heat or moisture prior to application; or (i) failure of any Shingles to seal due to insufficient heat exposure or direct sunlight. Further, this Limited Warranty does not cover (a) distortion in the color of Shingles within a batch and/or

between batches which may occur from the positioning of the granular surfacing material used on the Shingles, or (b) claims by owners or transferees not qualifying as Original Owners or Authorized Transferees under this Limited Warranty.

**HOW TO TRANSFER THIS LIMITED WARRANTY:** During the first one hundred twenty (120) months after original purchase and installation of the Shingles, this Limited Warranty may be transferred by the Original Owner to the first successor purchaser or transferee who purchases or is otherwise transferred the building or premises on which the Shingles were properly installed. Such purchaser or transferee must complete and return the attached Transfer Notification Card along with a two dollar per square (\$2.00/100 sq. ft.) transfer fee within thirty (30) days after transfer of the building or premises on which the Shingles are installed; upon ELK's receipt of such Transfer Notification Card and fee in accordance with this paragraph, such purchaser or transferee will become an "Authorized Transferee" for purposes of this Limited Warranty. An Authorized Transferee will have the rights and remedies defined in this Limited Warranty only for prorated materials and only for the five-year limited warranty period defined above; provided, however, that if an Authorized Transferee received a transfer of this Limited Warranty on or before the first anniversary of completion of the original installation of the Shingles, such Authorized Transferee shall have all the rights and remedies of an Original Owner under this Limited Warranty.

**HOW TO MAKE A CLAIM:** To request performance of any obligation asserted under this Limited Warranty, you should, within thirty (30) days of discovery of a problem, send written notification of the alleged defect with a copy of your warranty card and proof of purchase of the Shingles to either:

ELK at 4602 Stillman Boulevard, Tuscaloosa, Alabama 35401 [(205) 342-0200];

ELK at 202 Cedar Road, P.O. Box 500, Ennis, Texas 75119 [(866) 355-8324];

ELK at 6200 Zerker Road, Shafter, California 93263 [(800) 355-4968]; or  
ELK at 401 Weavertown Road, P.O. Box 228, Myerstown, Pennsylvania 17067 [(717) 866-8300].

**HOW CLAIM WILL BE HANDLED:** Within a reasonable period of time from receipt of the claim, copy of warranty card and proof of purchase of the Shingles, ELK will review your letter and may ask for samples of the Shingles, such other shingles, and photographs showing the extent of the problem. You are responsible for providing these items, and any other materials reasonably requested, at your expense. You must allow reasonable time for investigation, including roof top inspection by an ELK employee and laboratory testing of the suspect Shingles.

**ANY CLAIM FOR SHINGLES WHICH HAVE BEEN REPLACED PRIOR TO ELK'S RECEIPT OF WRITTEN NOTICE, SAMPLES, AND ON-SITE INSPECTION CONSTITUTES SPOILIATION AND WILL BE DENIED.** If the investigation reveals manufacturing defects covered by this Limited Warranty, ELK will provide, within a reasonable period of time, a settlement in accordance with the conditions of the Limited Warranty.

**THIS LIMITED WARRANTY IS A TERM AND CONDITION OF EACH SALE OF SHINGLES AND IS BINDING UPON EACH ORIGINAL OWNER, AUTHORIZED TRANSFEE, AND OTHER OWNERS AND**

TRANSFEREES OF SHINGLES OR ANY BUILDING OR PREMISES  
UPON WHICH SHINGLES HAVE BEEN INSTALLED.

EFFECTIVE DATE: THIS LIMITED WARRANTY IS EFFECTIVE FOR  
ALL ELK PRESTIQUE AND RAISED PROFILE ASPHALT SHINGLES  
SOLD AFTER: October 15, 2004.

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