

# ATLAS ROOFING LIMITED SHINGLE WARRANTY

## LIMITED SHINGLE WARRANTY

ATLAS ROOFING CORPORATION ("ATLAS") warrants to you, the original owner of its shingle products, that this product is free from manufacturing defects, which result in leaks. This warranty is effective on all product types stated herein and installed in the United States and Canada on or after 6/1/2011.

### LIMITED WARRANTY PERIOD >

Your ATLAS shingles qualify for a limited warranty (as listed in the chart below) when properly installed in accordance with the product's application instructions (as provided on the product packaging).

### PREMIUM PROTECTION PERIOD ▶

Premium Protection Period refers to the initial full labor & material coverage during the critical first years of your roof's life (see chart for product specific premium protection periods). The limited warranty is the sole and exclusive remedy, and during the warranty period specified in the chart below, the maximum repair or replacement cost to ATLAS shall not exceed during the Premium Protection years, the replacement cost to the owner for the product plus replacement labor cost for the defective shingles. (This limited warranty does not include costs for tear-off and dump fees after the fifth year from the original installation date. This limited warranty does not include costs for roof deck repairs, flashing, metal work, or related work.)

### PRORATED LIMITED WARRANTY PERIOD ▶

During the remaining warranty period (after the Premium Protection Period), ATLAS will adjust valid claims (product materially affected by a manufacturing defect), by an amount determined by decreasing monthly the replacement cost of the product in proportion to the unexpired warranty period. To reflect the percent of use you have received from your shingles, the warranty calculation will be made by dividing the number of months that have elapsed since installation by the number of months in the warranty period. If applicable, the StormMaster® Slate, StormMaster® Shake, and Pinnacle® Lifetime Limited Warranty proration after the 45th year or 540th month of installation will have a 10% proration factor for the lifetime of the original owner (see LIMITATIONS AND RESTRICTIONS FOR THE LIFETIME LIMITED WARRANTY). In no event shall ATLAS' liability extend to any cost for the tear-off of the product or for the replacement installation cost of the new product during the prorated period.

### LIMITATIONS AND RESTRICTIONS FOR THE LIFETIME LIMITED WARRANTY

ATLAS will provide the homeowner who initially purchases StormMaster® Slate, StormMaster® Shake, or Pinnacle® Shingles with a warranty that last the lifetime (lifetime meaning the lifetime of the original property owner, not the roof, or the second owner, if coverage was properly transferred during the first five years) of the homeowner's possession, provided that proper product installation in accordance with the instructions (as provided on the product packaging) is followed.

The lifetime coverage offered by this warranty automatically ceases/ends upon the sale of the property or the death of the last of the homeowners who owned the home at the time of the application, unless it is transferred as described below under Transferability.

The lifetime limited warranty option is only available for individual single family site-built detached residences. A 50 year limited warranty would apply to all property owned by government agencies, corporations, limited liability companies, partnerships, trust, religious organizations, schools, or school districts, condominiums, or cooperative housing arrangements, or installed on apartment buildings or any type of building or premises not used by individual homeowners for a single family site-built detached residence.

### LIMITATIONS OF REMEDIES AND LIABILITY >

This limited warranty is the sole and exclusive remedy provided by ATLAS for shingles containing manufacturing defects. For those shingles containing manufacturing defects, your maximum remedy is outlined herein under the sections entitled **Premium Protection Period** and **Prorated Limited Warranty Period**. 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 ATLAS. If proration applies as stated above, ATLAS will calculate the appropriate percentage as stated herein under (**Prorated Limited Warranty Period**.) If providing replacement shingles, ATLAS, wherever possible, shall replace shingles with shingles of the same color and design; however, since color variances exist between shingles manufactured at different times and since ATLAS may discontinue or modify its shingles, ATLAS reserves the right to replace defective shingles with shingles of similar color and design.

IN NO INSTANCE IS ATLAS RESPONSIBLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE DURATION OF ANY IMPLIED WARRANTY IS HEREIN LIMITED IN DURATION TO THAT OF THE EXPRESS WARRANTY STATED HEREIN.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

### SOLE WARRANTY ▶

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND LIMITS AS TO DURATION ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED BY LAW INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE TIME PERIODS STATED ABOVE. ATLAS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN. THIS LIMITED WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM ATLAS. ATLAS' LIABILITY IS LIMITED TO THE PROVISIONS OF THIS LIMITED WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, REGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### WIND LIMITED WARRANTY ▶

(Covers shingles only) ATLAS warrants that its shingles will resist damage by wind gusts up to a maximum wind speed as indicated in the Warranty Details chart provided that the shingles have been installed in accordance with the printed application instructions on the shingle bundle wrapper, and have had the opportunity to seal down. If during the Wind Limited Warranty period, indicated in the Warranty Details Chart, damage occurs to the shingles as a result of wind gusts under the specified Wind Speed Limits, ATLAS will furnish at no charge, replacement shingles for the damaged shingles only, but not for replacement labor. The coverage against wind gusts as described above is 15 years for lifetime shingles and 5 years for all other shingles from the date of installation.

# SEE SEPARATE ATLAS SIGNATURE SELECT® LIMITED WARRANTY FOR HIGH WIND WARRANTY PROVISION.

All Atlas Shingle Products Tested To:

ASTM D 7158, Class H Wind Resistance, Passed to 150 mph

ASTM D 6381, Uplift Resistance

ASTM D 3161, Class F Wind Resistance, Tested at 110 mph

### SEALANT FEATURE >

In order to activate the sealant feature, the shingles must be exposed to direct sunlight for a continued period of time for the shingles to seal. Shingles installed in fall or winter and not exposed to adequate surface temperatures, or other conditions, which temporarily or permanently preclude activation of the sealant, may never seal and must be hand sealed at the time of installation. It is not a manufacturing defect if shingles fail to seal under the above circumstances, and Atlas will not be responsible for repair, replacement, or hand sealing shingles under these circumstances. However, in the event the shingles fail to self-seal after proper installation and climactic exposure, and Atlas is notified within the first year after installation, ATLAS' sole responsibility shall be to pay a reasonable cost to hand seal the affected shingles.

### ALGAE RESISTANCE LIMITED WARRANTY ▶

(If applicable) ATLAS warrants that its algae resistance shingles (*those with the "ARS" designation*) will remain free of obvious and unsightly discoloration due to blue-green algae growth for a period of ten (10) years from the date of installation. In the event the algae resistant shingles fail to meet this coverage, ATLAS' sole and only liability shall be to pay the reasonable cost of cleaning, repairing, or replacing the affected shingles, up to the following limits:
(a) during the first one (1) year, the maximum cost to ATLAS shall be, at its option, the cost to clean, repair, or replace the shingles in the affected roof area. Replacement includes the costs of labor, tear-off, and replacement of the affected shingles (does not include costs for deck repairs, flashing, metal work, or related work); (b) during the remainder of the algae warranty period (years 2-10), the maximum cost to ATLAS shall be, at its option, the cost to clean or replace only those shingles exhibiting algae discoloration, in proportion to the unexpired warranty period, excluding all installation costs.

WARRANTY DETAILS	Product	Limited Warranty Period	Atlas Premium Protection Non-Prorated Period	Prorated Reduction Figure	Wind Speed Limits	Wind Warranty Length	Algae Resistance	
PLATINUM	StormMaster <sup>®</sup> Slate	Lifetime	10 Years	1/600*	110 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime
	StormMaster <sup>®</sup> Shake	Lifetime	10 years	1/600*	110 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime
GOLD	Pinnacle <sup>®††</sup> Featuring Scotchgard™ Protector	Lifetime	10 Years	1/600*	110 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime
	Pinnacle <sup>®†</sup>	Lifetime	10 years	1/600*	110 mph w/ 4 nails	15 Years	ARS	10 Years
SILVER	GlassMaster <sup>®</sup>	30 years (360 months)	5 years	1/360	60 mph w/ 4 nails	5 Years	ARS	10 Years

<sup>\*</sup> The StormMaster® Slate, StormMaster® Shake, and Pinnacle® Lifetime Limited Warranty proration after the 45th year or 540th month of installation will have a 10% proration factor for the lifetime of the original owner.

(If applicable) ATLAS warrants that its shingles featuring Scotchgard Protector (those with the "featuring Scotchgard™ Protector" designation) will remain free of obvious and unsightly discoloration due to algae growth with a warranty that last the lifetime (lifetime meaning the lifetime of the original property owner, not the roof, or the second owner, if coverage was properly transferred, as outlined herein under "Transferability") of the homeowner's possession, provided that proper product installation in accordance with the instructions (as provided on the product packaging) is followed. Additionally, Pro-Cut Hip & Ridge featuring Scotchgard Protector must be installed on the roof ridge for this warranty to be valid. In the event the Atlas shingles featuring Scotchgard Protector fail to meet this coverage, ATLAS' sole and only liability shall be to pay the reasonable cost of cleaning, repairing, or replacing the affected shingles, up to the following limits: (a) during the Premium Protection Period (Premium Protection Period for each shingle is outlined herein in the "Warranty Details" chart), the maximum cost to ATLAS shall be, at its option, the cost to clean, repair, or replace the shingles in the affected roof area. Replacement includes the costs of labor, tear-off, and replacement of the affected shingles (does not include costs for deck repairs, flashing, metal work, or related work); (b) during the remaining warranty period (after the Premium Protection Period), the maximum cost to ATLAS shall be the cost to clean only those shingles exhibiting discoloration due to algae. The lifetime limited warranty against discoloration due to algae is only available for individual single family site-built detached residences. For all properties not classified as a single family site-built detached residence, Atlas' terms (stated above) for Algae coverage is for a period of 20 years only.

### LIMITATIONS OF COVERAGE (WHAT IS NOT COVERED) ▶

ATLAS shall not be liable for and the Limited Warranties set forth herein do not apply to:

- Faulty or improper application of said product or products not installed or applied in accordance with the printed instructions on the product bundle wrappers.
- b. Damage to the products caused by inadequate attic/roof sheathing ventilation (Note: Ventilation must meet the FHA and HUD Minimum Property Standards or a minimum of one (1) square foot of net free attic vent area for every 150 feet of attic floor area; or one square foot per every 300 square feet, if vapor barrier is installed on the warm side of the ceiling, or at least one half the ventilation area is provided near the ridge.
- c. The use of any self-described metallized or metal containing category of "Radiant Barrier," as an asphalt shingle underlayment installed above the deck. Spray-on types of below-deck vapor permeable radiant barriers will be considered only on a job-by-job basis, and only if tested confirmed greater than 2 perms and adequate ventilation can be achieved.
- d. Replacement of products for the first six (6) months after application due to:
  - Loss of Granules: Products when first applied will have some excess granule wash off.
  - Discoloration: i) Some color shading may occur due to positioning or embedment of the granule; ii) Yellow staining and/or powderlike shading may occur due to transfer of backing materials. The conditions listed in section (c) are normal and should be eliminated by natural weathering conditions over a six (6) month period after application.

- e. Damage to a roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building or to any defect in or failure of material used as a roof base over which products are applied or for damage by foot traffic on the roof.
- f. Damage from any cause other than inherent manufacturing defect.
- g. Acts of God including lightning, wind gusts in excess of the specified Wind Speed Limits listed herein, hurricane, tornado, hailstorm, impact of foreign objects or other violent storms.
- h. We are not liable to you if you make a warranty claim in the future, or make structural changes and any replacement shingles vary in color either due to normal weathering or changes in our product line or color blend
- Claims by owners or transferees not qualifying as Original Owners or Authorized Transferees under this Limited Warranty.

#### TRANSFERARII ITV

You, the original purchaser of the product, can make full transfer of this warranty only one time, during the first five years of the warranty term from the date of original installation. This warranty cannot be transferred after the first five years. For this warranty to be transferred, the homeowner must complete a Warranty Transfer Application by visiting www.AtlasRoofing.com/Warranty, along with mailing in a transfer fee of one hundred (\$100.00) dollars within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. Proof of purchase of the Atlas shingles and the installation date must be submitted with the on-line Warranty Transfer Application. Transfer of this warranty shall not renew or extend the warranty terms, nor alter the warranty provisions, nor shall any duplication of any previous claim be accepted. 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. Warranty Transfer Applications may be completed on-line by going to: www.AtlasRoofing.com/Warranty.

### WARRANTY REGISTRATION ▶

Warranty registration can be completed on-line by going to: www.AtlasRoofing.com/Warranty. Warranty registration is not required to qualify for Atlas shingle warranty coverage.

### CLAIM REPORTING PROCEDURE ▶

Any claim made hereunder must be made within thirty (30) days after discovery of the alleged defect by calling 1-800-478-0258 or in writing to:

Atlas Roofing Corporation Attn: Consumer Services 2564 Valley Road Meridian, Mississippi 39307

To fully evaluate your claim we may ask you to provide and forward, at your expense, pictures of your shingles and/or two (2) full shingle samples for us to test. Repairs made prior to or during the investigation period without Atlas Roofing Corporation's prior written approval shall be at the owner's expense. With all claims, the original proof of purchase must be submitted with any other claim information requested.

WARRANTY NOT VALID IF SUBMITTED INFORMATION IS ERRONEOUS OR FRAUDULENT.

Any claim for shingles that have been replaced prior to Atlas receiving written notification of the claim, samples and inspection will be denied.

# FAST & EASY ON-LINE WARRANTY REGISTRATION:

Atlas Limited Shingle Warranty registration is now accepted **exclusively through our web site**. Submitting your warranty registration has never been easier! Just visit:

### www.AtlasRoofing.com/Warranty

Once there, click the following button to begin the registration process:



You'll be asked to enter your email address. For your convenience, you will receive a confirmation email with a link and a password which will allow to continue a paused or incomplete registration. In addition, you will receive status updates from Atlas regarding the progress of your completed registration. Now let's get started!

- In step 1, you will be asked a series of questions about the products used in your new roof from Atlas.
- 2 In step 2, you will be asked to fill out information about the installation of your new roof.
- In step 3, you will be asked for contact information for both the owner and contractor (or installer) of the roof.
- 4 Step 4 asks you to confirm your information and accept the Terms of Agreement on the warranty. Once submitted, you will be able to print and/or download your PROOF OF REGISTRATION. Please keep this information with your original receipt and proof of purchase.

Fast and easy on-line warranty registration—it's just one more reason Homeowners and Roofing Professionals alike prefer the Atlas Roofing Corporation.



www.AtlasRoofing.com/Warranty

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