

Homeowner's Guide

# Understanding Warranties

CertainTeed  
2006 Limited Warranty  
Asphalt Shingle Products



CertainTeed  
2006 Limited Warranty  
WinterGuard™ Series



**CertainTeed** 

Quality made certain. Satisfaction guaranteed.™

# Products vs. Services

The purchase of a new roof system for a home is a significant expense. It involves purchasing a combination of products and services. It is very important that the homeowner understands the role of the roofing contractor and the role of the manufacturer.

# Protecting Yourself

The contractor chosen by the homeowner to install the roof will be expected to be competent and able to complete the work in a professional and timely manner. If the specific details of installation and timeliness have been previously agreed to between the homeowner and the contractor, and written down, the outcome of any specific dispute is much more predictable. Therefore it is in the interest of all responsible parties concerned to establish in writing all pertinent details concerning the service to be performed by the contractor and the expectations of the homeowner.



Negotiate a written job agreement with the contractor that defines the following issues:

- Products to be used
- Work start and completion times
- Work site appearance
- Insurance coverage in case of property damage
- Insurance coverage in case of personal injury
- License, code and permit requirements
- Price
- Payment terms and conditions
- Change order procedures
- Exclusions
- Unwritten representations
- Price fairness

The terms most difficult to define include price fairness and unwritten representations. All of the other terms on the list can be defined very quickly. The following sections will show you how.



# The Contractor: Reputation and Price

In the matter of services or workmanship, the signed agreement between the homeowner and the contractor generally includes a written warranty on workmanship. While the length of warranties may vary, a good contractor will stand behind his work because he cares about his reputation and the homeowner's potential as a referral for other work. Clearly, the terms of the agreement and the good reputation of the contractor are the most reliable assurances of satisfactory workmanship.



In addition to the warranty, price is always a central concern. Price is not a measure of experience, reliability, competence, honesty or stability. Price is a measure of the cost of the project. Some low prices are bargains. Some low prices are invitations to a bad dream.

Remember that as a homeowner you are shopping for a custom-made, one-of-a-kind, hand-crafted roof. Remember that this roof will help protect your home, and that your home is probably the largest single asset you own. And, think about the fact that when anyone looks at your home, 25% to 50% of what they see on most single family dwellings is the roof.

Also remember to judge a price based on the total services a contractor will provide. Only after you understand these considerations should you think about the price. For more information on how to evaluate the reputation of a contractor, see the CertainTeed brochure *Choosing a Professional Roofer*.

## The Contractor: Agreements

The buyer and the seller need to define the following subjects and expectations in the clearest possible language. The job agreement is the place to define them. Although the contractor may in some cases furnish a separate warranty document, often the job agreement sets forth the foundation for the negotiated terms of the contractor's promises to the buyer.

### Products to be used

Specific, not generic, product brand names and color names should be noted in the agreement. Most professional contractors will offer the homeowner a choice of good, better and best shingle products using appropriate manufacturer's literature.

### Work start and completion times

Work start and completion dates are estimates. The project duration should be firm (plus or minus a day or so), subject to the scope or nature of the project changing from the original agreement. The element of bad weather must be taken into account in holding firm to start and completion dates.

### Work site appearance

Work site appearance should be discussed and written into the agreement. Cleanup procedures, equipment placement, landscape protection, product and equipment storage, approximate delivery schedules, vehicle parking, electrical take-offs, access to water and other work site related matters can be handled with an attached check list. Photos of similar jobs in progress can help the homeowner understand what to expect.

## Property damage or personal injury insurance

Current insurance certificates for workers' compensation\* and general liability covering roofing should be shown to the homeowner, and copies can be attached to the agreement. This is especially important because owners may assume a major liability risk in the event the contractor is uninsured or under-insured. Homeowners insurance should not be presumed sufficient protection against construction-related problems, especially personal injuries.

## License, code and permit requirements

Business and contracting licenses can be attached. Responsibility should be assigned for code compliance, building permits and any other local construction-related requirements.

## Price, payment terms and conditions

Price and payment terms and conditions should be clearly defined in the project agreement.

## Change order procedures

There should be a written procedure for change orders. Changes initiated by either the homeowner or the contractor can generate major misunderstandings, ill will and ultimately a visit to the court house with the attendant legal costs. But it is a simple matter to avoid. The project agreement should state that no change may be implemented unless first formalized in writing and signed by parties named in the agreement.

## Exclusions

Exclusions and limitations are boilerplate conditions which experienced contractors, aided by their lawyers, have inserted in agreements. In a job agreement, they are inserted to avoid misunderstandings and costly disputes. They are inserted into warranties to reduce liability. Because they are negative in tone and content, few contractors

\*Workers' compensation insurance not required in Texas

will point them out. But the homeowner should take the time to read them because they are very educational. Typical exclusions/ limitations include damage caused by so-called “Acts of God” (such as weather events), damage caused by hidden, rotted roof decking and asbestos.

Another typical limitation which the contractor will usually insist upon is any problem caused by a defect in the manufacture of purchased products. Which brings us to the manufacturer’s warranty which covers the shingles.

## The Manufacturer: Warranties

Unlike the workmanship warranty, which is generally negotiated in the job agreement, the product warranty is set in concrete by the manufacturer. It is limited. It is fixed. It is rigid. It cannot be altered by actions of the homeowner or the contractor. It is the responsibility of the contractor and the homeowner to read and comprehend all of the terms and conditions of the warranty.

### The shingle warranty will typically address:

- Finished job appearance
- Methods of installation
- Finished system performance
- Warranty transferability

#### Finished job appearance

The appearance of a finished job can be affected by a number of variables including color, deck movement or failure, patterns, staining and damage.

## Color

Manufacturers typically warn against reliance by the homeowner on sample boards and printed materials for color specifications. Shingle color appearances can also vary to the eye according to weather conditions, time of day and the age of the shingle being observed. Some manufacturers exclude color variations entirely from warranty coverage. Others exclude color variations which result from the positioning of granules on the shingles. (Granule position variations can result in micro shadows on shingles in isolated sections that appear and disappear depending on sunlight angles.)

## Deck movement or failure

Problems caused by the failure of the deck or nailing surface over which the shingle is installed are excluded from warranty coverage by all shingle manufacturers. Deck movement due to improperly installed decking or moisture permitted by inadequate roof ventilation can cause visually objectionable ridging in the shingles.

## Objectionable patterns

Strange color patterns may result when shingles are not installed according to manufacturers' application instructions. Manufacturers' warranties disclaim liability for incorrect installation.

Misalignment of the cut-outs in some shingles is sometimes a problem. This is ordinarily caused by poor workmanship or shingles which are out of dimensional tolerances. (CertainTeed dimensional tolerance standards are the most stringent in the industry.)

## Staining

Staining of new shingles is often caused by the transference of oils or minerals to the face of the shingle below. This happens in the packaging before application. Normally, natural weathering



will wash away these stains. If the staining remains after 60 days the manufacturer should be advised immediately.

Aged shingle staining is normally caused by algae (often misnamed “fungus”) formation. This is not covered by the manufacturer’s warranty, unless algae-resistant shingles were purchased. Warranty terms covering algae resistance vary among manufacturers.

## Damage

Damage by alterations such as additions, equipment installations and remodeling are always excluded. If other work is being done on your home, schedule the shingle work so that the completed shingle job will not be affected by other operations or workers.

Damage to shingles caused by mechanical ice and snow removal is also excluded, as is damage caused by cleaning agents, solvents, chemicals, paints and coatings.

Damage by wind in excess of the wind warranty limitation is excluded.



# Methods of Installation

Installation can be affected by a failure to follow installation instructions, improper fastening and certain special situations.

## Installation instructions

Each manufacturer specifies the approved methods for the installation of each of its products. Installation methods vary from manufacturer to manufacturer, and from shingle to shingle. Shingles installed using incorrect methods may cause unattractive patterns without recourse to warranty coverage. To help avoid this result, ask your contractor to attach the appropriate manufacturer's installation sheet to the job agreement and note in the agreement which method will be used.

Installation instructions are also found on the shingle wrapper. However, alternate methods not found on the wrapper can sometimes be used. These are specified in the manufacturer's installation instruction sheets.

## Fastening

There are two fastening systems used to secure shingles. One is mechanical, either nails or staples. The other is adhesive, commonly known as sealant.

The specifications for mechanical fasteners are detailed on the shingle package and the installation instruction sheets. These specifications involve the fastener type, size and placement. All manufacturers' warranties require correct mechanical fastening.

Sealant is the adhesive used on many, but not all, shingles to secure against wind damage. Some manufacturers' warranties require that sealant be completely adhered in order for the warranty to cover wind damage complaints. Others (including CertainTeed's) warrant against wind damage regardless of the adherence of the sealant.

## Special situations

Special situations include very low-slope and very steep-slope applications, as well as ice dam protection at the eaves. The methods to deal with these are specified on the shingle package and also found in the shingle application instruction sheets.





# Finished System Performance

The finished system's performance is governed by the duration of the selected shingle, proper ventilation and avoiding ice dams.

## Duration

The duration of the warranty is commonly used as a rule of thumb to measure the value of the warranty to the homeowner. This can be misleading. The upfront provisions as they relate to shingle age are more important than the warranty duration. Thus, comparing the value of a 30-year warranty to a 40-year warranty is not as straightforward an exercise as it might seem at first glance.

Most warranties are subject to some form of prorating which recognizes that the remaining life of the shingle diminishes as it ages. However, it is widely agreed that most defects caused by the manufacturing process will appear in the early years after installation. Because of this phenomenon, CertainTeed has added SureStart™ protection to its warranty.

SureStart provides that in the case of a defect in manufacture, CertainTeed will pay labor and material costs to replace or repair the defect without prorating for the first three, five or ten years after installation, depending on the shingle. Tear-off and disposal costs are included in the SureStart coverage for CertainTeed Luxury Shingles: Grand Manor Shingle®, Centennial Slate™, Carriage House Shingle™, Presidential Shake™ TL Ultimate and Landmark™ TL Ultimate. For an added measure of assurance, SureStart PLUS™ warranty protection extends the duration of SureStart protection when a CertainTeed credentialed contractor installs an Integrity Roof System.™

## Ventilation

It is vital that every homeowner understand that all manufacturers require that FHA minimum property standards for ventilation be observed. This is because poor ventilation has been proven to increase attic temperature substantially in the summer months, promote ice dam formation at the eaves of the roof in the winter in the presence of snow, and increase the chance of condensation that can cause deck movement or deterioration. These conditions can cause premature shingle aging and perhaps leaks. Older homes are seldom ventilated to FHA standards. Manufacturers will reject claims for problems that can be traced to inadequate ventilation.



## Ice dams

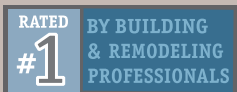
All shingle manufacturers exclude from warranty coverage leaks caused by water backup behind ice dams, which can form on the eaves of the roof. These leaks can be easily prevented. Proper ventilation will minimize the chances of ice dam formation, and WinterGuard™ waterproofing shingle underlayment, properly installed, will prevent leaks in spite of ice dam formation and will also prevent leaks from wind-driven rain. (See our *Protecting Your Home From Ice Dams* brochure for more information.)

# Warranty Transferability

The warranties for CertainTeed shingles are transferable by the original property owner to the subsequent owner provided that the first subsequent property owner gives written notice to CertainTeed within 60 days from the date of real estate title transfer. Upon transfer of the warranty during the product's SureStart or SureStart PLUS periods, the remaining duration of the warranty for the new owner is the same as it would have been for the original owner.

For product warranties transferred after the SureStart or SureStart PLUS period has elapsed, the remaining duration of the transferred warranty will be two years from the date of real estate title transfer.

The information in this publication is provided for background purposes only and should not be considered legal advice. Readers should not act on information in this publication without seeking specific advice in matters which are of concern to them.



Easy selection.  
Long-term protection.  
And a #1 rating with building  
and remodeling professionals.

What's behind our #1 rating?

Builders and remodelers across America know certain things to be true of CertainTeed. For starters, we've been in the roofing business for over 100 years, and we have thousands of satisfied homeowners. The process of building that satisfaction begins the moment you turn to us.



CertainTeed offers you the broadest range of color and style choices. But you'll see it's not style over substance. You'll get a roof that's made from the highest quality materials and backed by a strong warranty program. It's our promise to you: quality made certain, satisfaction guaranteed.

You've got questions? For answers, or to find the professional contractor nearest you, call our Consumer Hotline at 800-782-8777.

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CertainTeed Corporation  
P.O. Box 860  
Valley Forge, PA 19482

Professional: 800-233-8990  
Consumer: 800-782-8777  
[www.certainteed.com](http://www.certainteed.com)

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