



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

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MEMORANDUM

DATE: FEBRUARY 5, 2024
TO: MENDOCINO HISTORICAL REVIEW BOARD
FROM: MARK CLISER, PLANNING STAFF
SUBJECT: MHRB_2023-0019

On December 4, 2023, Case No. MHRB_2023-0019 was heard by the Mendocino Historical Review Board. A motion was approved to continue the item to a date certain of February 5, 2024, to allow the applicant time to prepare a cost estimate and provide more information on the life span of the proposed composition shingles.

The applicant has submitted the Metal Sales warranty and the Owens Corning warranty. The attachments demonstrate the metal roofing (Attachment A) is warranted for a period of 20 years, provided necessary maintenance and service is provided while the originally proposed composition shingles (Attachment B) are warranted for a period of 40 years. The applicant has noted that the proposed composition shingles are approximately ½ the cost of replacement metal roofing.

ATTACHMENTS:

- A. Metal Sales Warranty
- B. Owens Corning Warranty

Metal Sales Manufacturing Corporation Versa20™ System Warranty

Metal Sales Manufacturing Corporation warrants that under normal outdoor atmospheric conditions (which term excludes corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray), the exterior paint on the pre-painted Galvanized or Galvalume® panel (including manufactured trims and flashings) sold to you (Buyer), by Metal Sales Manufacturing Corporation (Seller), will meet the following specifications:

Within the United States, Canada or Mexico, north of 15th parallel:

Film Integrity: Film integrity is warranted for a period of 20 years. Versa20-coated panels will not crack, flake, chip or peel (not to be construed to include slight hairline crazing which occurs during fabrication) for a period of 20 years. Distance from salt water environment must exceed 1100 yards for warranty to apply.

Chalk Rating: Will not chalk in excess of number 6 rating on vertical applications of 10 years, a number 5 rating on non-vertical applications of 5 years, as determined by the procedure outlined in ASTM 4214, Method A. Distance from salt water environment must exceed 1100 yards for warranty to apply.

Fade Rating: Will not fade in excess of more than 6 NBS Units on vertical applications for 10 years, a number 7 rating on non-vertical applications of 5 years, when measured per ASTM D 2244 on clean surfaces after removing surface deposits and chalk per ASTM D 3964. Distance from salt water environment must exceed 1100 yards for warranty to apply.

Perforation: AZ50 Galvalume-coated steel will not rupture, perforate or fail structurally due to perforation for a period of 25 years.

This warranty is subject to the following conditions:

1. Panels shall be warranted only with sufficient slope to prevent the accumulation of standing water and allow water to completely drain.
2. Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repainting or replacing nonconforming panels.
3. **Claim Period and Duties of Buyer in Presenting Claims.** Claims for all defects must be made within the warranty period and within thirty (30) days after Buyer discovers the nonconforming panel, and Buyer must give Seller a reasonable opportunity to inspect the material. As a condition precedent to Seller's liability hereunder, Buyer must present, with his claim, records to enable Seller to establish the order number, date of shipment and the date of installation for the claimed nonconforming panel. These records must be duly authenticated, be made in the ordinary course of business and be contemporaneous with the events noted therein. Buyer shall also present evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein.
4. **Amount of Liability.** Seller's liability for breach of this warranty shall be limited to repainting or replacing of the nonconforming panel utilizing such normal materials, methods and workmanship necessary to provide the stipulated performance remaining under the original warranty for the nonconforming panel. Seller shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation. Seller shall have no liability or obligation whatsoever if payment in full has not been made for any materials. Moreover, if Seller elects to supply replacement panels, Seller shall have no liability for labor costs associated with removing defective panels or replacing same with new panels.

Seller's warranties apply only to panels which have been exposed to normal weather and atmospheric conditions, is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, misuse, improper assembly, external forces, explosions, fire, vandalism, deliberate destruction or damage, riots, civil commotions, acts of war, radiation or harmful gases or fumes, excessive salt atmospheres, chemicals, and foreign substances (i.e., abnormal quantities of sand or dirt particles) in the air or atmosphere, stored or installed in a way which allows contact with animal and/or animal waste, and regardless of roof or sidewall pitch. Seller's warranty does not apply to panels that have been mechanically perforated, field painted or damaged by snow retention systems or solar panel attachments.

This warranty does not cover failures resulting from edge corrosion (beyond the limits set forth above), or if failure is caused by failure of the metal substrate (beyond the limits set forth above), or conversion coating material. This warranty does not cover occurrences of wet storage stains, steel debris stains, sealant stains, significant differences in insulation or failure of paint adhesion due to wet storage or frost accumulation. Contact with a dissimilar metal such as copper or water containing a dissimilar metal is not covered.

This warranty is prorated covering film integrity, 100% for the first 10 years, then 50% at year 11 and reducing by 5% per year to year 20.

Seller shall not be liable for any special or consequential damages except as may be expressly set out herein. Without limiting the generality of the foregoing, this warranty pertains to product only, and Seller shall not be liable for damages for or relating to labor or loss of use of structure or damage to contents of structure.

5. **Transfers, Representations and Assignments.** This warranty is extended to Buyer as the original purchaser from Seller and is nontransferable and non-assignable even if Seller's products are sold or otherwise transferred. No rights against Seller shall be created by a transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer, or its agents or representatives, shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends or is available to parties other than Buyer, and to the limit of its legal rights to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

6. Termination. Seller reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

7. Waiver of Modification of Seller's Rights. No terms or conditions, other than those stated herein, and no agreement or understanding oral or written, and no course of conduct or performance, in anyway purporting to modify this warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly described in a writing that expressly refers to this warranty and expressly refers to having such effect upon this warranty and is signed by an authorized representative of Seller. Moreover, additional liabilities of or limitations upon the rights and remedies of Seller contained in such documents as purchase order acknowledgments which may subsequently be exchanged between parties shall have no force upon this warranty. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

8. Materiality and General Obligation of Buyer. All obligations of and conditions imposed on Buyer under this warranty shall be deemed material terms of this warranty and any violation by Buyer shall excuse Seller from Seller's obligation hereunder.

9. Embossed Products. Seller makes no warranties regarding any embossed product and no warranties of such product may be implied.

10. Effective Date. The effective date of this warranty shall be the date on which Buyer takes possession of Seller's product.

11. Merger or Other Warranties, Including Merchantability. All other warranties, promises or affirmations of fact including warranties of merchantability and of fitness for a particular purpose are deemed to be merged into the terms of this warranty. The conditions of liability, rights, obligations, and remedies of the parties relating to claims arising from the nonconforming panel shall be governed exclusively by the terms set forth above.

12. Coverage. This warranty will apply only to the Versa20 finish and installed on property within the United States (including Hawaii and Alaska), Canada or Mexico (north of the 15° parallel of latitude in the northern hemisphere). Only Film Integrity coverage applies south of the 15° parallel. Consult your Metal Sales representative for more information.

EXCEPT AS EXPRESSLY SET OUT HEREIN, METAL SALES MANUFACTURING CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, FITNESS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, REGULATIONS, SPECIFICATIONS OR CONTRACTS, OR ANY OTHER OBLIGATION ON THE PART OF METAL SALES MANUFACTURING CORPORATION.

Agreed Procedure for Determining Conformation with Specification

For the purpose of determining whether an exposed panel meets the standards set forth above, all chalk, dirt and other film deposits on the area of the panel to be tested for color must be removed by washing prior to evaluation.

To wash the test area, use a pad of 28/24 mesh cheesecloth and distilled water and a mild detergent cleaner. Wet the cheesecloth thoroughly with the cleaning solution and rub it, using moderate hand pressure, over an area of the panel approximately 4" x 4". Care must be taken to avoid any scratching, burnishing or other physical alteration of the coated surfaces.

After washing, as described above, flush off the test area with distilled water and allow to air dry.

Failure to keep condensation or moisture from nested materials may result in damage or wet storage stain, voiding this warranty.

If project requires a material/finish warranty to be issued, completely fill out information below and submit to Metal Sales customer.

Project Name: _____

Project Address: _____

Owner Name: _____

Installer Name: _____

MSMC Invoice: _____

MSMC TSM Signature: _____ Date: _____

MS Metal Sales™

7800 Highway 60
Sellersburg, IN 47172 • 800.406.7387

Effective Date 5/22

©MSMC (V20)/5-22



ATTACHMENT D STANDARD PRODUCT[^] LIMITED WARRANTY

on Owens Corning[®] Roofing Shingles and Components

THIS WARRANTY INCLUDES LIMITATIONS ON ITS TRANSFERABILITY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

FOR CANADA ONLY: THE TERMS IN THIS WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BY AND ARE IN ADDITION TO ANY PROVINCIAL LAWS.

INTRODUCTION

Thank you for your recent purchase of Owens Corning[®] Roofing Shingles and Components manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive roofing shingles and components 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, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our website at www.owenscorning.com/roofing.

WHO IS COVERED

To be entitled to the benefits of this Standard Product Limited Warranty: (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (the property Owner, not the installer or contractor) of the roofing shingles and components.

WHAT IS COVERED

- **Roofing Shingles:** We warrant that your Owens Corning[®] Roofing Shingles and Owens Corning[®] Hip & Ridge Shingles are free from any manufacturing defects that (1) materially affect their performance on your roof during the TRU PROtection[®] period or that (2) cause leaks during the balance of the applicable warranty period after the TRU PROtection[®] coverage period has expired. To determine the length of the TRU PROtection[®] coverage period and the balance of the applicable warranty period, please see "**How Long Are You Covered**" and the "**Limited Warranty Information Table**" at the end of this warranty.
- **Roofing Components:** Warranty coverage for Owens Corning[®] Hip & Ridge Shingles, including Berkshire[®], DecoRidge[®], DuraRidge[®], ImpactRidge[®], ProEdge[®], and RIZERidge[®] matches the corresponding roofing shingle. For all other Owens Corning roofing components, when you install three (3) or more of the five (5) Owens Corning roofing components listed below (one product from each category where applicable) with any Owens Corning shingle, the warranty coverage for manufacturing defects and the coverage period will match the warranty of your shingles. Please see "**How Long Are You Covered**" and the "**Limited Warranty Information Table**" at the end of this warranty for warranty periods. If less than three (3) Owens Corning[®] components are used, these products will be warranted for the length of time as defined in their individual product warranties (**excluding Starter Shingle products**). See individual component warranties for more detail. Owens Corning roofing component categories:
 - a. Owens Corning[®] Hip & Ridge Shingles, including Berkshire[®], DecoRidge[®], DuraRidge[®], ImpactRidge[®], ProEdge[®], and RIZERidge[®].
 - b. Owens Corning[®] VentSure[®] products (intake vent or exhaust vent). If a VentSure[®] intake vent AND VentSure[®] exhaust vent are both used, this counts as one (1) of the three (3) requirements listed above. VentSure[®] off-ridge exhaust vents are excluded from this warranty.
 - c. Owens Corning[®] brand roof underlayment products, RhinoRoof[®] U20 roof underlayment, or Titanium[®] brand synthetic roof underlayment products. Installing a qualifying Owens Corning[®] Self-Adhered Ice & Water Barrier product covering the entire deck also meets this requirement and Section (e) below.
 - d. Owens Corning[®] Starter Shingle products; and
 - e. Owens Corning[®] WeatherLock[®], Titanium[®], or RhinoRoof[®] Self-Adhered Ice & Water Barrier products.

This warranty does not cover non-Owens Corning[®] roofing components, such as flashing, fasteners, pipe boots, and wood decking. This warranty applies only to those shingles purchased after January 1, 2023, and before the date a later warranty applicable to the shingles comes into effect.

HOW LONG ARE YOU COVERED

ALL IMPLIED WARRANTIES APPLICABLE TO YOUR ROOFING SHINGLES AND COMPONENTS ARE LIMITED IN DURATION TO THE TRU PROtection[®] COVERAGE PERIOD APPLICABLE TO SUCH PRODUCTS, AS PROVIDED BY THIS WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

1. **TRU PROTECTION[®] PERIOD:** From the installation of the shingles through the TRU PROtection[®] coverage period of this warranty, Owens Corning will compensate you to either repair, replace, or recover defective Owens Corning[®] Roofing Shingles and Components. The compensation provided by Owens Corning is limited to the cost of replacing Owens Corning[®] Roofing Shingles and Components and the labor directly required to repair, replace, or recover such defective Owens Corning[®] roofing products as reasonably determined by Owens Corning. Our compensation will not cover any non-Owens Corning[®] underlayment, metalwork, flashings, or other related work, and we will not cover the cost to remove or dispose of your roofing materials. The TRU PROtection[®] coverage period does not apply to Wind or Algae coverage. Please see the "**What About Wind Resistance**" and "**What about Algae Resistance**" portions of this warranty for applicable coverage. Owens Corning reserves the right to arrange directly for the repair or replacement of your products instead of compensating you directly. This compensation is limited as follows:
 - A. If Owens Corning decides to replace the shingles or components, Owens Corning will compensate you only for the cost of replacement Owens Corning[®] Shingles or Components and the labor directly required to replace the defective shingles, both as reasonably determined by Owens Corning.
 - B. If Owens Corning decides to repair or recover the shingles, Owens Corning will compensate you only for the cost of the labor directly required to repair or recover the defective shingles as reasonably determined by Owens Corning.
2. **PRORATED PERIOD:** Once the TRU PROtection[®] coverage period for the Owens Corning[®] roofing products purchased has expired, the prorated period will begin. During this prorated period, we will provide prorated compensation of the cost of the defective Owens Corning[®] products, but no labor or other costs will be covered during the prorated period, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. We will prorate the amount of our compensation to you to adjust the number of years you have enjoyed from the original installation through the date of your claim. For example: If you purchased a shingle with a Lifetime warranty and three (3) or more Owens Corning components and you make your claim in the 15th year of the warranty, we will not cover labor but our compensation to you will be 72% of the Owens Corning[®] Roofing Shingles and Components cost at the time of purchase. Further detail can be found on the "**Limited Lifetime[^] Roofing Shingles and Components Proration[®] Table.**"
3. **OTHER TYPES OF STRUCTURES:** The coverage for the Owens Corning[®] roofing products offered by this warranty depends on the structure of which the shingles are installed and the owner of the structure. Lifetime coverage for all Owens Corning[®] Shingles applies only to single-family detached homes where the owner of the roof is the resident occupying the home.

ATTACHMENT D

In the instance of roofing products purchased or installed upon property owned by others, for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' associations, or cooperative housing arrangements, or installed on any other structures (for example, on apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period will be 40 years from the original installation date of the roofing shingles and components, and the TRU PROtection® coverage period will be five years. Further detail can be found on the "**Limited Lifetime^Δ Roofing Shingles and Components Proration[§] Table.**" Owens Corning reserves the right to arrange directly for the repair or replacement of your products instead of compensating you directly.

Limited Lifetime^Δ Shingle Proration[§] Table

STRUCTURE/ OWNER	TRU PROTECTION® PERIOD YEARS 1-10	PRORATED PERIOD YEARS 11-40	PRORATED PERIOD YEARS 41 AND BEYOND
Single-family detached home owned by individuals	100% ⁺⁺	80% reduced by 2% every year thereafter until year 40	20%
STRUCTURE/ OWNER	YEARS 1-5	YEARS 6-40	YEARS 41 AND BEYOND
Other types of structures	100% ⁺⁺	87.5% [§] reduced by 2.5% every year thereafter until year 40	No coverage

^Δ For as long as Owner owns home.

[§] Proration is calculated annually, based on the original installation date. There are no partial year prorations.

⁺⁺ Of costs covered under this warranty.

4. EXCEPTIONS

All of the Owens Corning Obligation of Compensation under this warranty (whether for repair, replacement, recovery, or refunding a prorated portion of the cost of the defective roofing products) are subject to the limitations provided by this warranty. Any replacement Owens Corning® Products will be warranted only for the remainder of the original warranty period. Owens Corning will not provide compensation for any underlayment, metalwork, flashings, or other related work. We will not compensate for the removal and replacement of solar panels or other rooftop equipment, and we will not compensate for the cost to remove or dispose of your roofing shingles and components.

5. WHAT ABOUT WIND RESISTANCE

Your shingles and Hip & Ridge (the Shingle Products) contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your Shingle Products are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your Shingle Products never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your Shingle Products are more vulnerable to blow-offs and wind damage. This is the fundamental nature of Shingle Products and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that might occur prior to Thermal Sealing having occurred. After your Shingle Products have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds (including gusts) up to the levels and for the period from the original installation date ("**Wind Warranty Period**") listed in the "**Limited Warranty Information Table**" listed in the chart at the end of this warranty.

HOWEVER, THE COVERAGE AGAINST SHINGLE PRODUCT BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off Shingle Products (to include material and labor during the applicable TRU PROtection® warranty period) and the reasonable cost of manually sealing the unsealed Shingle Products remaining on the roof.

6. WHAT ABOUT ALGAE RESISTANCE

If the Shingle Products that you purchased were not specifically labeled as "**Algae Resistant**" (AR), then any discoloration caused by algae is not covered by this warranty as explained in the section "**What Is Not Covered.**" However, if you did purchase AR Shingle Products, they are covered for the period described in the "**Limited Warranty Information Table**" at the end of this warranty following the date of installation ("**AR Warranty Period**") against brown-black staining caused by growth of cyanobacteria *Gloeocapsa magma* algae. To be eligible for 25-year AR coverage, you must use one of the following Owens Corning® Hip & Ridge Shingles: Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, or RIZERidge®. We do not cover the effects of other growth, such as mold, lichen, and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:

- a. **Non-Prorated Period** — From the installation of the shingles until ten (10) years after the date of installation, we will compensate you for the cost, including labor (such cost not to exceed the cost of the AR Shingle Products plus the cost of installation), as reasonably determined by Owens Corning, to repair, replace, or recover the affected AR Shingle Products. For purposes of this AR Shingle Products warranty, the term "repair" as used above refers to cleaning or otherwise removing any algae growth from affected AR Shingle Products. Decisions regarding whether your AR Shingle Products should be repaired, replaced, or recovered will be made solely by Owens Corning.
- b. **Prorated Period** — Once the non-prorated coverage period for algae resistance (as described above) has expired, the prorated period will begin. During this prorated period, we will provide compensation limited to a prorated amount of the cost of the affected AR shingles. No labor or other costs will be covered during the prorated period, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. For example: If you purchased a shingle with a 25-year AR warranty period, and you make your claim anytime in the 16th year of the warranty, our compensation to you will be the amount of the cost of the affected Owens Corning® AR Shingle Products reduced by 16/25ths of the cost at the time of purchase of the affected AR Shingle Products.
- c. ****If a qualifying Owens Corning® manufactured Hip & Ridge shingle is **not** used, the AR warranty period is reduced from 25 to 10 years and the non-prorated period will be 1 year.
- d. See Limited Warranty Information table below for applicable AR product coverage.

NOTE: In some coastal areas and/or areas with limited rainfall, copper released by algae-resistant shingles can cause excessive corrosion to aluminum gutters. In these regions, Owens Corning recommends using vinyl gutters and will not be liable for any damage that may result from using aluminum gutters with algae-resistant shingles.

TRANSFERABILITY OF THIS WARRANTY (BASED ON ORIGINAL INSTALLATION DATE)

This warranty is not transferable except as follows: You may only transfer this warranty one time, anytime during the life of the warranty, to the purchasers of the structure on which the shingles are installed. For this warranty to transfer and the second Owner to obtain the benefits of this warranty, the second Owner must, within 60 days after the date of the real estate transfer, contact Owens Corning and submit together (1) proof of purchase of the Owens Corning® Roofing Shingles and Components and (2) the installation date and ownership history. We may be contacted by going to <https://www.owenscorning.com/en-us/roofing/warranty#manage-your-warranty> and click Transfer a Warranty, or by calling us at 1-800-Roofing.

1. If the transfer takes place within the TRU PROtection® Nonprorated period (see "**Limited Warranty Information Table**"), the second Owner is entitled to the same coverage as the original Owner.
2. If the transfer occurs after the TRU PROtection® Nonprorated period (see "**Limited Warranty Information Table**"), the balance of this warranty shall be reduced to a 2-year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this 2-year period, our compensation to the second Owner will be based only on the reasonable cost of replacement of the Owens Corning® Roofing Shingles and Components reduced by the amount of use the second Owner and the original Owner have enjoyed from the original installation date through the date of your claim.

ATTACHMENT D

- The AR Warranty Period and Wind Warranty Period are fully transferable. The second Owner will receive the balance of the coverage outlined in the **"Limited Warranty Information Table"** based upon the original installation date.

WHAT IS NOT COVERED

Our warranty does not cover damage to the Owens Corning® Roofing Shingles and Components products due to any cause not expressly covered in this warranty. After our roofing products leave our manufacturing facilities, they are subject to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective roofing products caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- Acts of God, such as hail, strong storms or winds (including gusts) over the maximum wind speed listed in the **"Limited Warranty Information Table"** at the end of this warranty, ice damming above the area covered by leak barriers or flashings, or snow or water infiltration through exhaust vents.
- Roof damage or leaks caused by pre-existing conditions, underlying roofing materials, underlying structural failures, settlement, or any defective areas on or near the roof that are not part of the Roofing System. Examples include but are not limited to chimneys with loose or cracked mortar, damaged siding, faulty counterflashing, or improperly designed or installed gutter or downspout systems.
- Foot traffic on your roof or damage caused by objects (e.g., tree branches) falling on your roof.
- Improper or faulty installation of your roofing products — installation must be in accordance with our written installation instructions and comply with local building codes.
- Shading, or variations in the color of your Owens Corning® Shingle Products or discoloration caused by algae, fungi, lichen, or cyanobacteria (unless covered under the section **"What About Algae Resistance"**).
- Damage caused by improper or inadequate roof ventilation or roof drainage, unvented attics, or enclosed roof rafter assemblies.
- Damage caused by, or the cost to repair or replace, any non-Owens Corning® Products, including but not limited to metal work, counterflashing, failed and/or corroded roof nails, or pipe boots that allow water to enter the structure or Roofing System.
- Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment or solar panel installation, power washing, painting, the application of cleaning solutions not in accordance with our algae removal instructions, coatings, or other modifications.
- Any damage due to debris, resins, or drippings from foliage.
- Improper storage, handling, or other conditions beyond our control.
- Any costs that you incur that are not authorized in advance by Owens Corning.

REPLACEMENT SHINGLE VARIATION

As a result of our ongoing efforts to improve and enhance our roofing products, we must reserve the right to discontinue or modify our shingles and component products, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement roofing products 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 or component products under this warranty, we reserve the right to provide you with substitute shingles or component products that are comparable only in quality and price to your original shingle or component products.

COMPENSATION

Under the terms of this warranty, the manner of compensation is at the sole discretion of Owens Corning and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit for Owens Corning® Products to an existing supplier of Owens Corning® Roofing materials. All costs must be pre-approved by Owens Corning.

CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, do not hesitate to

call 1-800-ROOFING or visit us at www.owenscorning.com/roofing. If you repair or replace your Owens Corning® Products before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the roof. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access to the roof, during normal business hours, for the purpose of conducting an inspection of the roofing products.

NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act), except in writing signed by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department, the Owens Corning Field Technical Leader, or Field Technical Manager. Other than such an officer or attorney, Field Technical Leader, or Field Technical Manager, nobody (regardless of whether an Owens Corning employee, a contractor, an installer, or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties, or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® Shingles ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, OH 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the **"Arbitration"** provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

ATTACHMENT D

LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® ROOFING SHINGLES AND COMPONENTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR DEFECTIVE SHINGLES OR OWENS CORNING® ROOFING SHINGLES AND COMPONENTS IS FULLY DESCRIBED IN THE SECTION, "HOW LONG ARE YOU COVERED." YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING ROOFING SHINGLES OR COMPONENTS.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR CANADA ONLY – The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

LIMITED WARRANTY INFORMATION TABLE

PRODUCT NAME	WARRANTY* LENGTH	TRU PROTECTION® COVERAGE PERIOD	WIND WARRANTY PROTECTION	WIND WARRANTY PERIOD	AR ¹ WARRANTY PERIOD
Berkshire®	Lifetime [△]	10 Years	130 MPH	15 Years	25 Years****
Woodmoor®	Lifetime [△]	10 Years	110/ 130 MPH**	15 Years	25 Years****
Woodcrest®	Lifetime [△]	10 Years	110/ 130 MPH**	15 Years	25 Years****
Duration® Series††	Lifetime [△]	10 Years	130 MPH	15 Years	25 Years****
Oakridge®†††	Lifetime [△]	10 Years	110/ 130 MPH***	15 Years	25 Years****
Supreme®	25 Years	5 Years	60 MPH	5 Years	10 Years

[△] For as long as Owner owns home.

* Excludes non-Owens Corning roofing products, such as flashing, fasteners, pipe boots, and wood decking.

¹ AR is available regionally. Visit www.owenscorning.com/roofing for availability in your zip code.

* Applies to Owens Corning® Shingles and Owens Corning Hip & Ridge Shingles. Three (3) qualifying components must be installed in addition to the shingles in order for all other Owens Corning components to qualify for this warranty.

†† Includes TruDefinition® Duration MAX®, TruDefinition® Duration® COOL Plus, TruDefinition® Duration® COOL, TruDefinition® Duration® Designer, TruDefinition® Duration FLEX®, TruDefinition® Duration STORM®, Duration® Premium, and TruDefinition® Duration® Shingles.

††† Includes TruDefinition® Oakridge® Shingles.

** TruDefinition® Duration FLEX® and TruDefinition® Duration STORM® Shingles require ImpactRidge® Hip & Ridge Shingles to complete UL 2218, Class IV impact-resistant roof system.

*** 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application and Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.

**** 25-year AR coverage requires the use of Owens Corning® Berkshire®, DecoRidge®, DuraRidge®, ImpactRidge®, ProEdge®, or RIZERidge®, Hip & Ridge Shingles. If a qualifying Owens Corning® manufactured ridge product is **not** used, the AR warranty period is reduced from 25 to 10 years, and the non-prorated period will be 1 year.

WARRANTY REGISTRATION & TRANSFER INFORMATION

TO REGISTER THIS WARRANTY:

Visit our website at: www.owenscorning.com/roofing/warranty/

The following information is required for registration:

Owens Corning® Limited Lifetime Shingle/color name installed _____

Number of squares installed _____

Other Owens Corning® Roofing Shingles and Components Installed:

	yes	no	don't know
Owens Corning® Hip & Ridge Shingles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VentSure® Ventilation Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® brand, RhinoRoof® U20 or Titanium® brand Underlayment Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® Starter Shingle Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owens Corning® WeatherLock®, Titanium®, or RhinoRoof® Self-Adhered Ice & Water Barrier Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other Owens Corning® Products _____

Original Installation Date _____

Original Purchaser's Name _____

Address of Property _____

Note: Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this warranty in the future, or upload these documents as you register this warranty online.

TO TRANSFER THIS WARRANTY:

See **TRANSFERABILITY OF THIS WARRANTY** for exceptions.

Contact 1-800-ROOFING

For this warranty to be transferred, the second Owner must contact Owens Corning within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. We may be contacted by going to <https://www.owenscorning.com/en-us/roofing/warranty#manage-your-warranty> and click Transfer a Warranty, or by calling us at 1-800-Roofing. The following will be required:

1. Proof of purchase of the Owens Corning® Total Protection Roofing System[△] and
2. The installation date and ownership history



OWENS CORNING ROOFING AND ASPHALT, LLC

ONE OWENS CORNING PARKWAY
TOLEDO, OH 43659 USA

1-800-GET-PINK®

www.owenscorning.com/roofing