

CENGUARD WARRANTIES 1207 FENWICK DRIVE LYNCHBURG, VA 24502

1-888-823-6065 www.cenguardwarranties.com

Pub No. 10001. Printed in U.S.A. March 2025. © 2025 Cenguard. All Rights Reserved.



# **CENGUARD LIMITED WARRANTIES**

THIS WARRANTY GIVES THE ORIGINAL PURCHASER (the "Purchaser") SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

We stand behind our asphalt shingle roofs with the best warranties in the industry. If anything in this warranty is not clear, please reach out to your sales representative to get written clarification from Cenquard.

#### WHO IS COVERED

To be entitled to the benefits of this Cenguard Warranty: (1) Purchaser's property must be located in the United States, and (2) Purchaser must be either (a) the original residential consumer purchaser (the Homeowner, not the installer or contractor) or (b) the first person to whom the original purchaser transfers this warranty along with ownership of the home on which the shingles are installed (either person described in [a] or [b], "Homeowner"). Structures other than single family residential homes are NOT eligible for this warranty. For details regarding limitations in transferring this warranty, please see "Transferability of This Cenguard Warranty."

#### **ELIGIBILITY REQUIREMENTS FOR THIS WARRANTY**

- The Purchaser's Shingle Roofing System must be installed by a Cenguard Certified roofing company. Incomplete roofs installed on a portion of a building do not qualify nor do roofs installed over non-ventilated decks. Purchaser's Shingle Roofing System must be installed in accordance with local building code requirements, which are in effect at the time of installation.
- 2. Purchaser's Shingle Roofing System must be installed over a clean roof deck with all existing roofing material and debris removed, including but not limited to felt, ice and water membrane, raised nails, flashing materials for chimneys, skylights, soil pipe boots, ridge and off-ridge vents, etc. Repairs must be made to any damaged areas, such as loose or cracked mortar on chimneys or rotten wood decking. If a ridgevent product is used, it should be part of a balanced air ventilation system consisting of both functional intake and exhaust ventilation products.
- 3. New metal flashing(s) and drip edge must be installed, counterflashing is required where applicable, and all required details and flashings must be correctly installed as per Cenguard requirements and in compliance with the above-listed Eligibility Requirements. Exceptions to the "Eligibility Requirements for this Warranty" section may be made at the sole discretion of Cenguard and must be approved in writing by Cenguard prior to Shingle Roofing System installation.

#### WHAT IS COVERED

We warrant that Purchaser's Shingle Roofing System is free from any manufacturing defects that materially affect their performance on Purchaser's roof during the Cenguard warranty period. (To determine the length of the Cenguard warranty coverage period, please see the "Cenguard Warranty Information Table" at the end of this warranty.) This warranty applies only to those shingles purchased after January 1, 2025 and before the date a later warranty applicable to the shingles comes into effect.

#### **WORKMANSHIP TERMS**

This Cenguard warranty covers workmanship as described in the terms below. Workmanship coverage includes any defective installation of the Shingle Roofing System that causes leaks or materially affects the performance of Purchaser's roof. The Workmanship Terms are only valid if the Shingle Roofing System is installed by Cenguard Certified Roofing Contractor, per the terms and conditions of the Cenguard Warranty installation requirements. Failure to meet the Eligibility Requirements for this warranty will result in the claim not being covered.

#### PLATINUM PROTECTION WORKMANSHIP PERIOD

During the lifetime of the Cenguard Workmanship Period, if any part of Purchaser's Shingle Roofing System is found to have an application defect or

there are application errors in Purchaser's Shingle Roofing System that cause leaks or materially affect the performance of Purchaser's roof, Cenguard will arrange to have Purchaser's roof repaired or recovered or, at its sole option, will provide Purchaser's replacement roofing products and issue compensation (COMPENSATION as defined below) for the full reasonable cost of labor and other materials to repair or recover Purchaser's roof, including flashings at valleys, dormers, chimneys, and plumbing vents. The costs of labor to tear off some or all of Purchaser's Shingle Roofing System and disposal are included, if necessary, to repair Purchaser's roof. Cenquard Workmanship Period is outlined in the "Cenquard Warranty Information **Table."** After the first 25 years of the Cenguard Workmanship Period, if any part of Purchaser's Shingle Roofing System is found to have an application defect or there are application errors in Purchaser's Shingle Roofing System that cause leaks or materially affect the performance of Purchaser's roof, the Cenguard compensation to Purchaser will be prorated to take into account the number of years of use Purchaser has enjoyed from the original installation date through the date of Purchaser's claim and reduce the amount of compensation accordingly.

#### HOW LONG IS PURCHASER COVERED

The length of Purchaser's warranty depends on the type of Cenguard Warranty the Purchaser purchased. If Purchaser makes a claim under this warranty that results in a repair of Purchaser's roof, this warranty will be unaffected, as long as the repair is done by a Cenguard Certified Roofing Contractor, and will continue to provide Purchaser with coverage on Purchaser's entire Shingle Roofing System. However, if Purchaser makes a claim that results in Purchaser's entire Shingle Roofing System being removed and replaced, Platinum level warranties will be void. If new Shingles are installed, the Purchaser will then receive a Cenguard Gold Warranty. However, if Purchaser once again installs an entire Shingle Roofing System, Purchaser will be eligible to purchase a new Cenguard Platinum Warranty, as long as the new Shingle Roofing System is installed by a Cenguard Certified Roofing Contractor per the "Eligibility Requirements for the Cenguard Platinum Warranty."

#### 1. THE CENGUARD WARRANTY COVERAGE PERIOD

From the installation of the shingles for the duration of the warranty coverage, Cenguard will compensate the Purchaser to repair, replace, or recover defective products, including the cost of tear-off and disposal subject to certain limitations. Cenguard reserves the right to arrange directly for the repair or replacement of Purchaser's products instead of compensating Purchaser directly. This compensation is limited as follows:

- a. If Cenguard decides to replace the shingles, Cenguard will compensate Purchaser only for the cost of replacement Shingles and the labor directly required to replace the defective shingles, both as reasonably determined by Cenguard.
- If Cenguard decides to repair or recover the shingles, Cenguard will compensate Purchaser only for the cost of the labor directly required to repair or recover the defective shingles as reasonably determined by Cenguard.

The material defect and workmanship coverage provided in the Cenguard Warranties does not apply to Wind and Algae coverage. Please see "What About Wind Resistance" and "What About Algae Resistance" portions of the warranty for applicable coverage.

#### 2. EXCEPTIONS

All of the Cenguard Obligations of Compensation under this limited lifetime warranty, whether for repair, replacement, recovery, are subject to the limitations provided by this Cenguard warranty. Cenguard will not compensate for the removal and replacement of solar panels or other rooftop equipment.

#### 3 WHAT ABOUT WIND RESISTANCE

THE COVERAGE AGAINST SHINGLE BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FROM THE ORIGINAL DATE OF INSTALLATION

Cenguard will be liable only for the reasonable cost of replacing blown-off shingles, up to 160MPH (TAMKO Titan) & up to 130MPH (Owens Corning TruDefinition) and Hip & Ridge Shingles, if applicable (to include material and labor during the applicable warranty period) and the reasonable cost of manually sealing the unsealed shingles remaining on the roof. Cenguard is not responsible where the damage or blow-offs are caused by damage to the underlying structure.

#### 4. WHAT ABOUT ALGAE RESISTANCE

Shingles are covered for the period described in the "Cenguard Warranty Information Table" at the end of this limited lifetime warranty following the date of installation ("AR Warranty Period") against brownblack staining caused by growth of cyanobacteria Gloeocapsa magma algae. 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, Purchaser will be entitled to the following remedy:

- a. Non-Prorated Period From the installation of the shingles until fifteen (15) years after the date of installation, we will compensate Purchaser for the cost, including labor (such cost not to exceed the initial cost of the AR shingles plus the initial cost of installation), as reasonably determined by Cenguard, to repair, replace, or recover the affected AR shingles. For purposes of this AR shingle warranty, the term "repair" as used above refers to cleaning or otherwise removing any algae growth from affected AR shingles. Decisions regarding whether Purchaser's AR shingles should be repaired, replaced, or recovered will be made solely by Cenguard.
- 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 Purchaser has enjoyed from the original installation date through the date of claim, and reduce the amount of our compensation accordingly. For example: If Purchaser purchased a shingle with a 25-year AR warranty period, and Purchaser makes a claim anytime in the 16th year of the warranty, our compensation will be the amount of the cost of the affected Shingle Products reduced by 16/25ths of the cost at the time of purchase of the affected AR Shingle Products. See "Limited Lifetime 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, Cenguard 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 LIMITED LIFETIME WARRANTY

(Based on original installation date)

Cenguard Silver warranties are not transferable. The purchaser may only transfer Cenguard Gold and Cenguard Platinum warranties one time, during the first 5 years of the warranty, to the purchaser of the single family residential home on which the shingles are installed. For this Cenguard warranty to transfer and the second Owner to obtain the benefits of this limited lifetime warranty, the second Owner must, within 60 days after the date of the real estate transfer, contact 1-888-823-6065 and submit together: (1) proof of purchase of the Cenguard Warranty (2) the installation date and ownership history and (3) a fee of \$250.

### WHAT IS NOT COVERED

Our warranty does not cover damage to Shingles or Products due to any cause not expressly covered in this Ceguard warranty. This Cenguard warranty does not cover any problems with nondefective shingles or

products caused by conditions or handling beyond our control. Cenguard reserves the right to impose a service fee, at its sole discretion, upon completion of an inspection if Cenguard's representatives determine that the underlying issue arises from conditions or factors beyond Cenguard's control. Some examples of conditions not covered by this Cenguard warranty include:

- Acts of God, such as hail, strong storms, or winds (including gusts) over the maximum wind speed listed in the "Cenguard Warranty Information Table" at the end of this Cenguard warranty, ice damming above the area covered by leak barriers or flashings, or snow or water infiltration through exhaust vents.
- 2. 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 Shingle Roofing System. Examples include but are not limited to chimneys with loose or cracked mortar, damaged siding, or improperly designed or installed gutter or downspout systems.
- Foot traffic on roof or damage caused by objects (e.g., tree branches) falling on roof.
- Shading, variations in the color of Shingles and, if applicable, Hip & Ridge Shingles, or discoloration caused by algae, fungi, lichen, or cyanobacteria (unless covered under the section "What About Algae Resistance").
- Improper or faulty installation of Shingle Roofing System by an installer other than a Cenguard Certified Contractor.
- Damage caused by enclosed roof rafter assemblies.
- Damage to the Shingle Roofing System 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.
- 8. Any damage due to debris, resins, or drippings from foliage.
- Any damage due to debris, resins, or drippings from foliage.
  Any costs that are incurred that are not authorized in advance by Cenguard
- 10. Roofs that are less than a 3/12 pitch.

#### REPLACEMENT SHINGLE VARIATION

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

#### **COMPENSATION**

Under the terms of this limited lifetime warranty, the manner of compensation is at the sole discretion of Cenguard and may be arranged directly by Cenguard or issued in the form of cash settlement or material credit for Roofing Products to an existing supplier of Roofing Materials. All costs must be preapproved by Cenguard.

# CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this Cenguard warranty, Purchaser must do so within 30 days after Purchaser discovers the problem. If Purchaser repairs or replaces Roofing products before Cenguard has made a determination on the claim, Purchaser's claim may be denied. Cenguard shall have a reasonable time after notification of a claim to inspect the roof. If requested by Cenguard, the owner shall provide Cenguard 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 LIMITED LIFETIME WARRANTY

The terms of this Cenguard warranty may not be waived or modified. This Cenguard warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and quarantees.

#### MANDATORY ARRITRATION

To the extent permitted by applicable law, Cenguard and Purchaser agree to arbitrate all disputes and claims arising out of or relating to this Cenguard warranty. This Cenguard 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 Cenguard should be addressed to: 1207 Fenwick Dr, Lynchburg VA 24502 ("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, Purchaser or Cenquard 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 Cenguard 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 Cenguard warranty, and shall be administered by the AAA.

# PURCHASER AND CENGUARD 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.

# PURCHASER AND CENGUARD 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, Purchaser agrees 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 Cenguard warranty and all Disputes are governed by United States Federal laws and laws of Virginia. Subject to the "Arbitration" provision in this Cenguard 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 Virginia with respect to such Disputes.

#### SAVINGS AND SEVERABILITY

To the extent that this Cenguard warranty is inconsistent with applicable law, this Cenguard warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Cenguard warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Cenguard warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this Cenguard warranty fully legal and enforceable. If a term in this Cenguard 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 Cenguard warranty, leaving the remainder of this Cenguard warranty enforceable.

#### 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 CENGUARD WARRANTY IS PURCHASER'S EXCLUSIVE WARRANTY FROM CENGUARD AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF THE CENGUARD Shingle Roofing System. CENGUARD MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS CENGUARD WARRANTY. PURCHASER'S REMEDY FOR DEFECTIVE SHINGLES OR Shingle Roofing System IS FULLY DESCRIBED IN THE SECTION, "HOW LONG IS PURCHASER COVERED." PURCHASER IS NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. CENGUARD HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH PURCHASER IS BUYING SHINGLES OR Shingle Roofing System PRODUCTS.

CENGUARD IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO PURCHASER'S STRUCTURE OR TO PURCHASER'S STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS CENGUARD WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

## LIMITED WARRANTY INFORMATION TABLE

| COVERAGE   | CENGUARD SILVER | CENGUARD GOLD | CENGUARD PLATINUM |
|--|-----------------|---------------|-------------------|
| Coverage Period*   | 10 years        | 25 years      | Lifetime          |
| Defective shingles, materials, and all accessories covered | Yes**           | Yes           | Yes               |
| Workmanship Warranty Period                                | 5 years         | 20 years      | Lifetime          |
| Transferrable (once in first 5 years, \$250 transfer fee)  | No              | Yes           | Yes               |
| Lifetime warranty on pipeboots                             | No              | Yes           | Yes               |
| Algae Warranty Period***                                   | 5 years         | 20 years      | 25 years          |
| Wind Warranty Period <sup>†</sup>                          | 5 years         | 15 years      | 15 years          |

<sup>† 130</sup> MPH is applicable only with 6 nail pattern and Starter Shingle products application along eaves and rakes in accordance with installation instructions. ‡ 110 MPH is standard with 4-nail application.

<sup>\*</sup>This Cenguard warranty and all Disputes are governed by United States Federal laws and laws of Virginia. Subject to the "Arbitration" provision in this Cenguard 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 Virginia with respect to such Disputes.

<sup>\*\*</sup> Applies to ice and water at eaves only, underlayment and ventilation

<sup>\*\*\*</sup> Years 16 through 25 are prorated