

# Metalastic<sup>®</sup> Ten Limited Warranty on Material

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**Quality You Can Trust Since 1886...  
From North America's Largest Roofing Manufacturer!™**



## LIMITED WARRANTY ON MATERIAL

### METALASTIC® TEN

OWNER \_\_\_\_\_

NAME AND TYPE OF BUILDING \_\_\_\_\_

ADDRESS OF BUILDING \_\_\_\_\_

AREA OF ROOF \_\_\_\_\_

SQ. FEET \_\_\_\_\_

SPECIFICATION \_\_\_\_\_

LINEAL FEET OF FLASHING \_\_\_\_\_

TYPE OF FLASHING \_\_\_\_\_

ROOFING APPLICATOR: \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF EXPIRATION \_\_\_\_\_

SIGNATURE (ROOFING APPLICATOR) \_\_\_\_\_

GAF MATERIALS CORPORATION (GAFMC), warrants to you, the original owner of the building described above, that the GAFMC Metalastic expansion joint covers installed on the above roof will not leak due to ordinary wear and tear by the elements or manufacturing defects for a period of ten(10) years from the date of completion of the roof.

#### GAFMC LIABILITIES

GAFMC's sole responsibility for breach of this limited warranty is the repair or replacement, at GAFMC's option, of that portion of the Metalastic expansion joint covers that leak as a result of a manufacturing defect or deterioration caused by ordinary wear and tear. Repair or replacement of the roof deck or materials other than the Metalastic expansion joint covers is NOT included. GAFMC's MAXIMUM LIABILITY during the first year of this Warranty is the original cost of the GAFMC Metalastic expansion joint covers only. After the first year, GAFMC's maximum liability is the original cost of the GAFMC Metalastic expansion joint covers used on the roof reduced by 10% during each subsequent year, less any costs previously incurred by GAFMC for repair or replacements.

#### OWNER RESPONSIBILITIES

In the event of a leak caused by manufacturing defects or ordinary wear and tear, you must notify GAFMC in writing, and provide proof of purchase and application date to establish that you are the original owner, to: GAFMC Contractor Services, 1361 Alps Rd., Bldg. 11-2, Wayne, NJ 07470 within 30 days after your discovery of the leak. NOTE: Notice to your contractor or dealer is NOT notice to GAFMC. Within a reasonable time after proper notification, GAFMC will evaluate your claim and resolve it in accordance with the terms of this Warranty. GAFMC may require you to submit, at your expense, samples of your Metalastic expansion joint covers for testing and photographs. You should retain this certificate for your records in the event that you need to file a claim.

#### EXCLUSIONS FROM COVERAGE

1. Improper workmanship in applying the GAFMC Metalastic expansion joint covers.
2. Roof maintenance or correction of conditions other than leaks.
3. Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
4. Damage due to (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any materials used in any roof base or insulation or materials other than the specifically listed above; (c) infiltration or condensation of moisture through the walls, copings, building structure or surrounding materials; (d) expansion or contraction of any counter flashing or metal work; and (e) chemical attack on the bellows
5. as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar materials.
5. Damage resulting from any new installations on or through the Metalastic expansion joint covers or from traffic of any nature on the roof.
6. Changes in the use of the building unless approved in writing in advance by GAFMC.
7. Conditions that prevent positive drainage or areas of roof which pond water against the Metalastic expansion joints.
8. Any condition (e.g., base flashing height or lack of counter flashing) that is not in strict accordance with GAFMC's application and specification manual.

No representative, employee, or agent of GAFMC, or any other person, has any authority to assume for GAFMC any additional or other liability or responsibility for GAFMC unless it is in writing and signed by an authorized Contractor Services Manager. GAFMC shall not be responsible for any change or amendment to the GAFMC roof specifications used in the construction of your roof unless approved in writing by an authorized GAFMC Contractor Services Manager.

This limited warranty MAY BE CANCELLED IF THE METALASTIC EXPANSION JOINT COVER IS DAMAGED by any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity and watertightness of the Metalastic expansion joint cover.

#### NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

#### SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAFMC, whether any claim against it is based upon STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. In NO event shall GAFMC be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior damage.

NOTE: Some states do not allow limitation on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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