

Limited Warranty on EnergyGuard™ Polyiso Materials

Updated: 10/17



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



LIMITED WARRANTY ON ENERGYGUARD™ POLYISO MATERIALS

THE WARRANTY

GAF warrants to you that (1) the EnergyGuard™ Polyiso Materials (the "Products") will not warp, bow, destabilize, or delaminate to the point of causing a roof leak or (2) the thermal insulation R-value of the Products will not diminish to less than ninety percent (90%) of the published R-value as a result of a manufacturing defect for 15 years so long as the Products are installed in accordance with the applicable published application instructions.

WHO IS COVERED BY THIS LIMITED WARRANTY; ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Products and the installation is ongoing or (b) you are the original owner of the property on which the Products are installed (or the second owner if the warranty was properly transferred) and the installation is complete.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within 60 days after the property transfer for warranty coverage to be transferred. Other than this one transfer, this warranty may not be transferred or assigned by contract or by operation of law, either directly or indirectly.

EXCLUSIVE REMEDY

In the event that the Products do warp, bow, destabilize, or delaminate to the point of causing a roof leak, or the R-value diminishes below 90% of the published R-value during the warranty term, GAF's sole responsibility is to provide replacement Products for that portion of the Products exhibiting the defect, or at GAF's sole option, the cash value of said Products. Decisions as to the extent of replacement Products required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the Products actually exhibiting manufacturing defects at the time of settlement. The replacement Products, as well as any remaining Products, will be warranted only for the remainder of the original warranty period. Repair or replacement of the roof deck or materials other than the Products is **NOT** included. GAF's MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the Products only. After the first year, GAF's maximum liability is the original cost of the Products used on the roof reduced to reflect the amount of use you have received from your Products, less any costs previously paid by GAF under this limited warranty. The amount of use will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty term.

NOTIFICATION OF CLAIM

In order to report a claim, you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase and proof of application date (and for original owners, proof that you own the subject property) within **30 days** after your discovery of the problem. **NOTE:** Notice to your contractor or distributor is **NOT** notice to GAF. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your Products for testing. You should retain this document as well as the proof of purchase for your records in the event that you need to file a claim.

If at any time after the first year from the date of purchase of the Products during the warranty term, you decide to evaluate the R-value of the Products or perform a moisture content test, you shall notify GAF in writing at the address shown above at least thirty (30) days prior to the removal of the installed samples. You agree that a GAF representative shall monitor and choose the location from which to remove the sample(s), the testing facility, and the testing procedures. Any costs associated with such testing, including repair of the areas from which the sample(s) are extracted, shall be at your expense. If you remove or damage the Products without prior notice to GAF in accordance with this section, GAF reserves the right to void this limited warranty.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover conditions other than leaks or leaks caused by any of the following:

1. Improper workmanship in applying the Products or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including, but not limited to, wind in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage due to (a) movement or cracking or other failure 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 Products; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) mishandling or improper storage of the Products; (f) use of materials that are incompatible with the Products; or (g) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Moisture testing that finds an excess of 3% moisture by weight.
7. Installation of the Products over cold storage or freezer buildings or buildings with high humidity conditions, unless installed in strict accordance with GAF Cold Storage Roofing Requirements for TPO and PVC.
8. Any condition that is not in strict accordance with GAF published application instructions.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized GAF Field Services Manager or Director.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations 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.

EFFECTIVE DATE

This limited warranty is effective for Products installed within the United States, Canada, and Mexico after October 1, 2017.

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054