

**Limited Warranty
On EverGuard® TPO
Materials (International)
(COMTS712)**

Updated: 8/13



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

gaf.com



INTERNATIONAL LIMITED WARRANTY ON EVERGUARD® TPO MATERIALS

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF: SQ. FEET _____ ROOF SPECIFICATION: _____

ROOFING APPLICATOR: _____

NAME _____ TELEPHONE NO. _____

DATE OF COMPLETION _____ ADDRESS _____

DATE OF EXPIRATION _____

THE WARRANTY

GAF warrants to you, the original owner of the building described above, that the GAF roof membrane and base flashing material (the "EverGuard® TPO Materials") checked below will not leak due to ordinary wear and tear by the elements or a manufacturing defect for the period noted below from the date of completion of the roof.

GAF's LIABILITY

GAF's sole responsibility for breach of this limited warranty is to provide replacement EverGuard® membrane F.O.B. the plant of manufacture for that portion of the EverGuard® TPO Materials that leaks 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 EverGuard® TPO Materials is NOT included. GAF's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the EverGuard® TPO Materials only. After the first year, GAF's maximum liability is the original cost of the EverGuard® TPO Materials used on the roof reduced to reflect the amount of use you have received from your roof and less any costs previously incurred by GAF for membrane replacement. 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 the event of a leak caused by a manufacturing defect or ordinary wear and tear, you must notify GAF in writing—either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470 U.S.A.—and provide proof of purchase and application date to establish that you are the original owner within **30 days** after your discovery of the leak. **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 warranty. GAF may require you to submit, at your expense, samples of your EverGuard® TPO Materials for testing and photographs. You should retain this document for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover any EverGuard® TPO Materials installed over cold storage or freezer buildings or buildings with high humidity conditions. This limited warranty does NOT cover conditions other than leaks or leaks caused by any of the following:

1. Improper workmanship in applying the EverGuard® TPO Materials or any other roof component.
2. Lack of roof maintenance.
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 EverGuard® TPO Materials checked below; (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; (e) chemical attack on the EverGuard® TPO Materials including, but not limited to, exposure to grease and oil; (f) exposure to post-installation sustained temperatures in excess of 71°C (160°F) for roofing systems using standard EverGuard® TPO membrane and 91°C (195°F) for systems with EverGuard Extreme® TPO membrane; or (g) use of materials that are incompatible with the EverGuard® TPO Materials.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Any condition (e.g., base flashing height or lack of counter flashing) that is not in strict accordance with GAF's published application instructions.
7. Membrane color fading.

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

This limited warranty MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

To the MAXIMUM EXTENT permitted by applicable law, THIS WARRANTY IS EXCLUSIVE and replaces ALL other warranties, conditions, representations, and guarantees, whether express or implied, whether by statute, at law or in equity, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your EXCLUSIVE warranty from GAF and represents the SOLE REMEDY available from GAF to any owner of EverGuard® TPO Materials. GAF makes NO OTHER warranty, condition, representation, or guarantee of any kind other than as stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including damage to the interior or exterior of the building, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause.

The warranty shall be governed by the laws of the State of New Jersey, U.S.A., without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply either to the sale of the EverGuard® TPO Materials or to this warranty.

NOTE: Some jurisdictions 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 jurisdiction to jurisdiction.

EFFECTIVE DATE

This limited warranty is effective for GAF EverGuard® TPO Materials installed outside of the United States, Canada, and Mexico after July 1, 2013.

THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERM NOTED:

10-YEAR WARRANTY TERM

EVERGUARD® TPO

- 45
- 1.2 mm

15-YEAR WARRANTY TERM

EVERGUARD® TPO

- 60
- 1.5 mm 1.8 mm

EVERGUARD EXTREME® TPO

- 50

20-YEAR WARRANTY TERM

EVERGUARD® TPO

- 80
- 2.0 mm

EVERGUARD EXTREME® TPO

- 60 70

25-YEAR WARRANTY TERM

EVERGUARD EXTREME® TPO

- 80

GAF
1361 ALPS ROAD
WAYNE, NJ 07470 U.S.A.