

Liberty™ Limited Warranty on SBS Materials

Warranty

Updated: 2/08



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



LIBERTY™ LIMITED WARRANTY ON SBS MATERIALS

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. _____
DATE OF COMPLETION _____	ADDRESS _____	
DATE OF EXPIRATION _____		

GAF Materials Corporation (GAFMC) warrants to you, the original owner of the building described above, that the GAFMC roof membrane and base flashing material checked below (the "GAFMC Materials") will not leak due to ordinary wear and tear by the elements or manufacturing defects for the period noted below 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 GAFMC Materials 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 GAFMC Materials is NOT included. GAFMC's MAXIMUM LIABILITY during the first year of this Warranty is the original cost of the GAFMC Materials only. After the first year, GAFMC's maximum liability is the original cost of the GAFMC Materials used on the roof reduced by 6.67% for 15-year warranties and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by GAFMC for repair or replacement.

NOTIFICATION OF CLAIM

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 Guarantee Services, 1361 Alps Rd., Building 11-1, Wayne, NJ 07470 within 30 days after your discovery of the leak. **NOTE:** Notice to your contractor or distributor 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 GAFMC Materials 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

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

1. Improper workmanship in applying the GAFMC 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 GAFMC Materials specifically 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; and (e) chemical attack on the GAFMC Materials including, but not limited to, exposure to grease and oil.
5. Changes in the use of the building unless approved in writing in advance by GAFMC.
6. Conditions that prevent positive drainage or areas of roof which pond water.
7. 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.
8. Damage caused by physical abuse or traffic of any nature on the roof or use of the roof membrane as a storage area or use of the roof membrane as a traffic bearing surface.
9. Damage to the interior or exterior of the building including, but not limited to, mold growth.

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 SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity and 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

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS 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 negligence, breach of warranty or any other theory. In NO event shall GAFMC be liable for any 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 Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, 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. This Guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

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.

THE FOLLOWING PRODUCTS QUALIFY FOR 10- OR 15-YEAR WARRANTY TERMS WHEN INSTALLED AS NOTED:

- 1. Premium three-ply system (eligible for 15-year limited warranty) constructed with three plies of Liberty membranes applied to plywood decks. This system consists of one Liberty™ MA Mechanically Attached Base Sheet or StormSafe™ Anchor Sheet for Self-Adhered Membranes and one SBS Self-Adhering Liberty™ Base/Ply Sheet and a top ply of a granule surfaced cap sheet (Liberty™ Cap Sheet or FR Cap Sheet).
- 2. Premium two-ply system (eligible for 15-year limited warranty*) constructed with two plies of self-adhering membranes applied to primed plywood decks. This system consists of one SBS Self-Adhering Liberty™ Base ply (Liberty™ Base/Ply Sheet) and a top ply of a granule surfaced cap sheet (Liberty™ Cap Sheet or FR Cap Sheet). Do not apply directly to wood substrates or insulation. Roof size cannot exceed 2000 sq. ft.
- 3. Alternate two-ply system with MA Base (eligible for 10-year limited warranty) constructed with two plies of membranes applied to plywood deck. This system consists of one ply of Liberty™ MA Mechanically Attached Base Sheet or StormSafe™ Anchor Sheet for Self-Adhered Membranes and one ply of Liberty™ Self-Adhering Cap Sheet (or FR Cap Sheet).
- 4. Single Ply System (eligible for 10-year limited warranty) constructed with a single ply of a granule surfaced cap sheet (Liberty™ Cap Sheet or FR Cap Sheet) applied directly to a primed plywood deck. Roof size cannot exceed 2000 sq. ft. (NOTE: See Liberty™ Cap Sheet or FR Cap Sheet Installation Instructions for complete system information.)

GAF MATERIALS CORPORATION
1361 ALPS ROAD, BUILDING 11-1
WAYNE, NJ 07470