

# International Limited Warranty on EverGuard® TPO Materials

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*Your Best and Safest Choice™ ...  
Quality You Can Trust Since 1886!*



## INTERNATIONAL LIMITED WARRANTY ON EVERGUARD® TPO 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 warrants to you, the original owner of the building described above, that the GAFMC EverGuard® TPO roof membrane and base flashing material (the "EverGuard® Materials") checked below 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 to provide replacement EverGuard® membrane F.O.B. the plant of manufacture for that portion of the EverGuard® Materials that leak as a result of a manufacturing defect or deterioration caused by ordinary wear and tear. Replacement of the roof deck or materials other than the EverGuard® Materials is NOT included. GAFMC's MAXIMUM LIABILITY during the first year of this Warranty is the original cost of the EverGuard® Materials only. After the first year, GAFMC's maximum liability is the original cost of the EverGuard® 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 GAFMC for membrane replacements. 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 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., Bldg. 11-1, Wayne, NJ 07470 USA 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 EverGuard 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 EverGuard® 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 EverGuard® 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® Materials specifically listed 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® Materials including, but not limited to, exposure to grease and oil; or (f) exposure to post installation sustained temperatures in excess of 71°C.
5. Changes in the use of the building unless approved in writing in advance by GAFMC.
6. Any condition (e.g., base flashing height or lack of counter flashing) that is not in strict accordance with the GAFMC EverGuard application and specification manual.
7. Membrane color fading.

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 EverGuard® 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.

### SOLE AND EXCLUSIVE WARRANTY

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 GAFMC and represents the SOLE REMEDY available from GAFMC to any owner of EverGuard® Materials. GAFMC makes NO OTHER warranty, condition, representation or guarantee of any kind other than as stated herein. GAFMC 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® Materials or to this Warranty.

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

### EFFECTIVE DATE

This limited warranty is effective for GAFMC EverGuard® Materials installed outside of the United States, Canada and Mexico after October 1, 2010.

**NOTE:** This limited warranty becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the warranty charge has been paid to GAF Materials Corporation.

### THE FOLLOWING PRODUCTS QUALIFY FOR WARRANTY TERMS AS NOTED:

- TPO 45ml (including EverGuard® Smooth, fleece-back and Freedom™ brands) – 10 years
- TPO 60ml (including EverGuard® Smooth, fleece-back and Freedom™ brands) – 12 years
- TPO 80ml (including EverGuard® Smooth, fleece-back and Freedom™ brands) – 15 years

GAF MATERIALS CORPORATION  
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