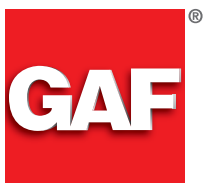


Kymax[®] 5-Year Limited Warranty

Updated: 2/17



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



KYMAX[®] 5-YEAR LIMITED WARRANTY

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF: SQ. FEET _____

LOT NUMBER(S) _____

ROOFING APPLICATOR:

NAME _____

TELEPHONE NO. _____

DATE OF COMPLETION _____

ADDRESS _____

THE WARRANTY

GAF warrants to you, the original owner of the building described above, that the KYMAX installed on the subject roof will not contain a manufacturing defect that adversely affects performance for five years following the completion of installation in accordance with the published application instructions as long as the KYMAX was installed during the shelf life set forth on the product label or container.

EXCLUSIVE REMEDY

GAF's sole responsibility for breach of this limited warranty is to provide replacement material for that portion of the KYMAX, or at GAF's sole option, the cash value of said KYMAX that does not retain its factory approved original color within 10 delta E/CIE units when tested in accordance with ASTM D2244 compared to unweathered specimen. 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 KYMAX actually exhibiting defects at the time of settlement. The replacement KYMAX, as well as any remaining original KYMAX, will be warranted only for the remainder of the original warranty period.

NOTIFICATION OF CLAIM

In the event that you need to file a claim, you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase, lot numbers and application date within **30 days** after your discovery of the issue. **NOTE:** Notice to your roofing 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 KYMAX 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 of the following:

1. Leaks.
2. Lack of roof maintenance.
3. Damages to the KYMAX resulting from anything other than an inherent manufacturing defect in the KYMAX, such as (a) faulty application or application that is not in strict accordance with GAF's published application instructions including surface/substrate preparation; (b) exposure of the KYMAX to damaging substances, such as chemicals, oils, or solvents; (c) settlement, movement, or defects in the building, walls, foundation, or decking material used as a base over which the KYMAX was applied; or (d) defects in the design of the building.
4. Damage to the KYMAX resulting from causes beyond normal wear and tear, such as (a) unusual weather conditions or natural disasters, including but not limited to hail, floods, hurricanes, lightning, tornados, and earthquakes; (b) improper storage or handling of the KYMAX; or (c) use of materials that are incompatible with the KYMAX.
5. Loss of reflectivity or color change due to lack of positive drainage.

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. GAF shall not be responsible for any change or amendment to the GAF specifications used in the application of the KYMAX products 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 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 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 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 warranty 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 warranty 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 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 January 1, 2017.

GAF
ONE CAMPUS DRIVE
PARSIPPANY, NJ 07054