

The GardenScapes™ Diamond Pledge™ Guarantee

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



THE GARDENSCAPES™ DIAMOND PLEDGE™ GUARANTEE



OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME & TYPE OF BUILDING/DATE OF COMPLETION: _____

ADDRESS OF BUILDING: _____ GUARANTEE EXPIRATION DATE: _____

SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

GAF Materials Corporation ("GAF") makes the following guarantees to you, the original owner of the building described above.

THE GUARANTEES/SOLE AND EXCLUSIVE REMEDY

(1) Leaks – GAF guarantees that your "GardenScapes™ Green Roof System," which includes all GAF roofing components installed on the building (the "GAF Roofing Materials") as well as the DuraGro™ Drainage Foundation System, Start-Rite™ Growing Medium and GardenScapes™ Hearty Vegetation (the "Vegetative Covering Materials"), will not leak as a result of either (a) a manufacturing defect in, or natural deterioration of, the GAF Roofing Materials or the DuraGro™ Drainage Foundation System or (b) the improper installation of your GardenScapes™ Green Roof System. GAF will make all necessary repairs of any leaks through your GardenScapes™ System that are covered in this paragraph.

(2) Growing Medium – GAF guarantees that the Start-Rite Growing Medium is compatible with all other materials used in your GardenScapes™ Green Roof System. GAF will make all repairs necessary to correct damages resulting from any such incompatibility.

(3) Vegetation Coverage – GAF guarantees that your GardenScapes™ Hearty Vegetation will cover 80% of the vegetated roof surface within two years after the original planting. If an inspection reveals that the vegetation has not achieved 80% coverage at that time, GAF will plant additional vegetation to cover 100% of your GardenScapes™ Green Roofing System.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used with the GardenScapes™ Green Roof System, are not covered.

GAF will remove and replace the Vegetative Covering Materials, if necessary to investigate a leak or claim or to make repairs, by removing no more than 100 square feet at a time. Any Vegetative Covering Materials that have been removed may be placed on adjacent Vegetative Covering.

GUARANTEE PERIOD/WELL ROOF™ ADVANTAGE

The guarantee period for leaks and incompatibility of the Start-Rite Growing Medium starts as of date of completion and ends as of the date listed above. The guarantee period for your GardenScapes™ Hearty Vegetation coverage ends two years after the original planting.

GAF will extend this Guarantee for leaks, Start-Rite Growing Medium and incompatibility up to an additional 25% of the Guarantee term when you have your roof inspected and maintained properly. See Well Roof™ Advantage brochure for details.

OWNER'S RESPONSIBILITIES

In the event of a leak through your GardenScapes™ Green Roof System or any other claim under this guarantee, you must notify the Guarantee Services Department, 1361 Alps Road, Bldg. 11, Wayne, New Jersey 07470 in writing about the leak or claim within 30 days after its discovery or GAF will have no responsibility for any repairs. NOTE: Your GardenScapes™ contractor is NOT an agent of GAF; notice to your GardenScapes™ contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak or claim. If the investigation reveals that the leak or claim is not covered by this Guarantee, you agree to pay an investigation cost of \$500 as well as reimbursing GAF for the cost of removing the Vegetated Covering Materials beyond the first 100 sq. ft. This Guarantee may be cancelled if you fail to pay this cost within 30 days of receipt of an invoice.

Any equipment or material other than the Vegetative Covering Materials that impedes any inspection must be removed at your expense so that GAF can perform inspections. You must make repairs to the building, roof or garden components not covered under this Guarantee that are identified by GAF during an inspection as necessary to preserve the integrity of your Green Roof System. This Guarantee may be cancelled if you fail to do so in a timely manner.

You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of this Guarantee as long as they are reasonable and customary and do not result in damage to your GardenScapes™ Green Roof System.

You must enter into a GAF GardenScapes™ Hearty Vegetation Maintenance Agreement with your GardenScapes™ contractor of record and comply with its requirements. Your failure to do so will VOID this Guarantee.

EXCLUSIONS FROM COVERAGE

This Guarantee does NOT cover conditions other than leaks through your GardenScapes™ Green Roof System or claims related to the Growing Medium or Vegetation Coverage guarantees specified above. This Guarantee also does not cover leaks or damages caused by:

1. Lack of roof maintenance or the failure of Owner to comply strictly with the GardenScapes™ Hearty Vegetation Maintenance Program required by GAF.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, drought, hurricanes, acid rain, lightning, tornados, and earthquakes.
3. (a) Movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure or surrounding materials, except where high wall waterproofing specifications are installed or (d) the failure of the nailers to remain attached to the structure.
4. Changes in the use of the building unless approved in writing in advance by GAF.
5. Any repairs, modifications or additions to the GardenScapes™ Green Roof System after the roof is completed, unless approved by GAF
6. The failure of your GardenScapes™ Hearty Vegetation to maintain at least 80% coverage after the first two years or any changes in the appearance of your Hearty Vegetation or in the distribution of Hearty Vegetation species.
7. Abuse or misuse of your GardenScapes™ Green Roof System or traffic on, or other uses of, your GardenScapes™ Green Roof System, except in areas specifically designed for traffic or other uses.
8. Chemical attack on your GardenScapes™ Green Roof System or its exposure to chemicals including, but not limited to, grease, oil or solvents or herbicides or pesticides not approved by GAF in writing.

No representative, employee or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Contractor Services Manager or Director. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

ASSIGNABILITY

You may assign this guarantee to a subsequent owner of this building for the remaining term only if: (1) the request is in writing within 60 days after ownership transfer; (2) you make any repairs to your GardenScapes™ Green Roof System or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of your GardenScapes™ Green Roof System; and (3) you pay an assignment fee of \$500. This Guarantee is NOT otherwise assignable, 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 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 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: This Guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to GAF Materials Corporation.