## **CONTRACTOR TERMS OF USE**

Last Updated: 8/20/20

Contractors listed here are independent contractors and not affiliates of GAF Materials LLC or any of its affiliates (collectively, "GAF"). Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF for participating in the programs and offering GAF enhanced warranties, which require the use of a minimum amount of GAF products.

The decision to hire any Contractor is a decision made solely by the property owner and/or its representatives. GAF makes no representations, warranties (express or implied) or guarantees about the skills, qualifications, or representations of any Contractor, including, but not limited, a Contractor being appropriately licensed or insured, a Contractor's performance, or the quality of the services that a Contractor may provide to you if you elect to retain their services. GAF expressly disclaims any and all such representations, warranties (express or implied), and guarantees. GAF does not endorse or recommend the services of any Contractor.

GAF does not perform, and is not responsible for, any services provided to you by the Contractor. If you decide to hire a Contractor, you will hire the Contractor directly and at your own risk. You will pay the Contractor directly for the services that it provides to you. Your rights will be governed by the terms of any contract that you elect to enter into with the Contractor. GAF shall not be a party to any agreement between you and the Contractor. In the event of a dispute between you and a Contractor, including, but not limited to, fees or quality of the services, you must address the dispute with the Contractor directly.

YOU HEREBY RELEASE AND DISCHARGE GAF, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "GAF PARTIES") FROM, AND AGREE THAT YOU SHALL WAIVE AND NOT ASSERT ANY ACTION OR CLAIM AGAINST ANY OF THE GAF PARTIES FOR, ANY DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, AND INCIDENTAL DAMAGES), SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH YOUR SELECTION OF A CONTRACTOR, YOUR DEALINGS WITH A CONTRACTOR, AND ANY SERVICES PROVIDED TO YOU BY THE CONTRACTOR. IN NO EVENT SHALL ANY GAF PARTY BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL AND INCIDENTAL DAMAGES), SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH YOUR SELECTION OF A CONTRACTOR, YOUR DEALINGS WITH A CONTRACTOR, AND ANY SERVICES PROVIDED TO YOU BY THE CONTRACTOR, EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.