

# **International Limited Warranty on Materials**

(COMTS714)

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



# INTERNATIONAL LIMITED WARRANTY ON MATERIALS

OWNER \_\_\_\_\_

NAME AND TYPE OF BUILDING \_\_\_\_\_

ADDRESS OF BUILDING \_\_\_\_\_

AREA OF ROOF : SQUARE FEET \_\_\_\_\_

ROOF SPECIFICATION: \_\_\_\_\_

## ROOFING APPLICATOR:

NAME \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE OF COMPLETION \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF EXPIRATION \_\_\_\_\_

GAF warrants to you, the original owner of building described above, that the GAF roof membrane and base flashing material (the "GAF Materials") checked below will not leak due to ordinary wear and tear by the elements or a manufacturing defect for the period noted below from the date of completion of the roof.

## GAF'S LIABILITY

GAF's sole responsibility for breach of this limited warranty is to provide replacement GAF membrane ExWorks (Incoterms 2010) for that portion of the GAF Materials that leaks 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 GAF Materials is NOT included. GAF's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the GAF Materials only. After the first year, GAF's maximum liability is the original cost of the GAF 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 GAF for membrane replacement. 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 a manufacturing defect or ordinary wear and tear, you must notify GAF in writing—either by email (preferred) at guarantee@laf.com or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470 USA—and provide proof of purchase and application date to establish that you are the original owner within **30 days** after your discovery of the leak. **NOTE:** Notice to your 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 GAF Materials 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 GAF 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 GAF 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 GAF Materials listed above; (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 GAF Materials including, but not limited to, exposure to grease and oil; or (f) use of materials that are incompatible with the GAF Materials.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Conditions that prevent positive drainage or areas of the roof that pond water.
7. Any condition that is not in strict accordance with GAF's published application instructions.

No representative, employee, or agent of GAF, or any other person, has any authority to assume for GAF any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF roof specifications used in the construction of your roof 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 or 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 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. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

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 GAF Materials or to this warranty.

**NOTE:** Some jurisdictions do not allow limitations on 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 also have other rights which vary from jurisdiction to jurisdiction.

## EFFECTIVE DATE

This limited warranty is effective for GAF Materials installed outside of the United States, Canada, and Mexico after January 1, 2013.

THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERM NOTED:

### 10-YEAR GAFGLAS® PRODUCTS

- GAFGLAS® PLY 4
- GAFGLAS® FLEXPPLY™ 6
- GAFGLAS® MINERAL-SURFACED CAP SHEET
- GAFGLAS® STRATAVENT® ELIMINATOR™
- GAFGLAS® #75 BASE SHEET
- GAFGLAS® #80 ULTIMA® BASE SHEET
- GAFGLAS® FLASHING
- GAFGLAS® ENERGYCAP™ BUR MINERAL-SURFACED CAP SHEET

### 10-YEAR RUBEROID® PRODUCTS

- RUBEROID® TORCH SMOOTH
- RUBEROID® SBS HEAT-WELD SMOOTH
- RUBEROID® SBS HEAT-WELD 25
- RUBEROID® MODIFIED BASE SHEET
- RUBEROID® 20
- RUBEROID® 30
- RUBEROID® 30 FR
- RUBEROID® SA BASE/PLY
- RUBEROID® MOP SMOOTH
- RUBEROID® DUAL SMOOTH

### 12-YEAR RUBEROID® PRODUCTS

- RUBEROID® MOP GRANULE PRODUCTS
- RUBEROID® TORCH GRANULE PRODUCTS
- RUBEROID® SBS HEAT-WELD GRANULE PRODUCTS
- RUBEROID® TORCH SMOOTH COATED
- RUBEROID® ENERGYCAP™ 30FR
- RUBEROID® ENERGYCAP™ TORCH GRANULE PLUS FR
- RUBEROID® ENERGYCAP™ TORCH GRANULE FR
- RUBEROID® ENERGYCAP™ SBS HEAT-WELD PLUS FR
- RUBEROID® SA CAP
- RUBEROID® SA FR CAP

**GAF**  
1361 ALPS ROAD  
WAYNE, NJ 07470 USA