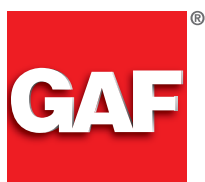


Kymax[®] Extended Limited Warranty

Updated: 2/17



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



KYMAX[®] EXTENDED LIMITED WARRANTY

No. _____

OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

ROOF SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ EXPIRATION DATE: _____

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 from the Date of Completion through the Expiration Date listed above provided the installation was in accordance with the published application instructions and the KYMAX was installed during the shelf life set forth on the product label or container.

CONDITIONS TO WARRANTY COVERAGE

- Contractor:** The KYMAX must be installed by a GAF-certified roofing contractor in accordance with the current GAF published application instructions.
- Maintenance:** The owner must follow the GAF Maintenance Program provided with this limited warranty.
- Registration:** The warranty must be registered in accordance with GAF registration requirements.

EXCLUSIVE REMEDY

GAF's sole responsibility for breach of this limited warranty is to provide replacement materials 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** make sure that GAF is notified directly, in writing, within **30 days** after your discovery of the issue either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, One Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor 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:

- Leaks.
- Lack of roof maintenance.
- 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.
- 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.
- Changes in the use of the building unless approved in writing in advance by GAF.
- 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 and 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.

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

This limited warranty must have a raised seal to be valid.

**GAF
ONE CAMPUS DRIVE
PARSIPPANY, NJ 07054**

By: _____
Authorized Signature Date