

OWNER OF BUILDING	GUARANTEE NUMBER
NAME OF BUILDING	PERIOD OF COVERAGE
ADDRESS OF BUILDING	DATE OF COMPLETION
AREA OF ROOF (SQUARES)	GUARANTEE EXPIRATION DATE
APPLIED BY	ROOF SPECIFICATION

GAF warrants to you, the owner of the building described above, that the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers and preflashed accessories, and VersaShield® Solo™ Fire-Resistant Slip Sheet (the "GAF Roofing Materials") will withstand ordinary wear and tear by the elements and will be free of manufacturing defects that cause leaks through the expiration date listed above. Leaks caused by non-GAF materials, such as the roof deck or non-GAF insulation are not covered.

### WARRANTY TERM

This limited warranty ends on the expiration date listed above.

## **CONDITIONS TO WARRANTY COVERAGE & OWNER RESPONSIBILITIES**

- Contractor: The GAF Products must be installed by a GAF certified roofing contractor
- B. Registration: The warranty must be registered in accordance with GAF registration requirements. C. Maintenance: You must perform regular inspections and maintenance and keep records of this work.
- D. Overburden: Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs. .

## **EXCLUSIVE REMEDY**

In the event of a leak caused by a manufacturing defect or deterioration caused by ordinary wear and tear by the elements during the warranty term listed above, the sole responsibility of GAF is to repair or replace that portion of the GAF Roofing Materials that leaks as a result of a manufacturing defect or deterioration caused by ordinary wear and tear by the elements or, at the sole option of GAF, the cash value of said repair or replacement. Decisions as to the extent of repair or replacement required will be made solely by GAF. Repair or replacement of the roof deck or materials other than the GAF Roofing Materials is NOT included, GAF'S MAXIMUM liability under this warranty shall not exceed in the aggregate over the life of this warranty the original installed cost of the GAF Roofing Materials.

### NOTIFICATION OF CLAIM

In order to report a claim you **MUST** notify GAF in writing—either online at leakreporting.gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054 within **30 days** after your discovery of the leak. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** on tice to GAF. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your GAF Roofing Materials for testing. 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 conditions other than leaks or leaks caused by any of the following:

- 1. Improper workmanship in applying the GAF Roofing Materials or any other
- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this limited warranty (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF).
- Unusual weather conditions or natural disasters, including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados,
- 4. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high-wall GAF waterproofing flashings are installed; d) expansion or contraction of any counter flashing or metalwork; e) chemical attack on the GAF Roofing Materials including, but not limited to, exposure to grease and oil; f) moisture migration from the building interior or any building
- component; g) use of materials that are incompatible with the GAF Roofing Materials; or h) architectural, engineering, or design defects or flaws.
- 5. Traffic of any nature on the roof.
- 6. Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed unless prior written approval is obtained from GAF.
- 8. For any asphaltic roofing systems, conditions that prevent positive drainage or result from ponding water.
- Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO Membrane, exposure in excess of 195°F.
- 10. Any change in the color of the GAF Roofing Materials, including, but not limited 11. Any condition that is not in strict accordance with GAF published application instructions.

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 does not practice engineering or architecture. Neither the issuance of this warranty, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof) by GAF shall constitute any warranty of such plans, specifications, or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this limited warranty.

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.

## TRANSFERABILITY

You may transfer or assign this limited warranty to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer and 2) you pay an assignment fee of \$250. This limited warranty is NOT otherwise 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 unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, 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: GAF shall have no obligation under this limited warranty unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the warranty charge has been paid to GAF.

By:		
Authorized Signature		

1 CAMPUS DRIVE PARSIPPANY. NJ 07054

