

LIMITED WARRANTY ON GAF SINGLE-PLY ROOFING MATERIALS

(COMTS715)

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

gaf.com



LIMITED WARRANTY ON GAF SINGLE-PLY ROOFING MATERIALS

THE WARRANTY

GAF warrants to you that the GAF roof membrane and base flashing material (the "Products") will not leak as a result of a manufacturing defect for the period noted below so long as the Products are installed in accordance with the applicable published application instructions.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Products and the installation is ongoing or (b) you are the original owner of the property on which the Products are installed and the installation is complete.

This limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

EXCLUSIVE REMEDY

In the event of a leak caused by a manufacturing defect during the warranty term stated below, GAF's sole responsibility is to provide replacement Products for that portion of the Products that leak as a result of a manufacturing defect, or at GAF's sole option, the cash value of said Products. 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 Products actually exhibiting manufacturing defects at the time of settlement. The replacement Products, as well as any remaining Products, will be warranted only for the remainder of the original warranty period. Repair or replacement of the roof deck or materials other than the Products is **NOT** included. GAF'S MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the Products only. After the first year, GAF's maximum liability is the original cost of the Products used on the roof reduced to reflect the amount of use you have received from your roof less any costs previously paid by GAF under this limited warranty. 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 order to report a claim you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase and proof of application date (and for original owners, proof that you own the subject property) 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 limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your Products for testing. You should retain this document as well as the proof of purchase 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 Products or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including, but not limited to, wind in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage due to (a) movement or cracking or other failure 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 Products; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the Products including, but not limited to, exposure to grease and oil; (f) exposure to sustained high-temperature conditions as defined in the applicable GAF Overview & General Requirements Manual; (g) use of materials that are incompatible with the Products; or (h) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Installation of the Products over cold storage or freezer buildings or buildings with high humidity conditions, unless installed in strict accordance with GAF Cold Storage Roofing Requirements for TPO and PVC.
6. Any change in the color of the Products, including, but not limited to, fading.
7. For any Products without heat-welded seams, conditions that prevent positive drainage or areas of roof that pond water.
8. 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.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

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. Each party irrevocably consents to the jurisdiction 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.

EFFECTIVE DATE

This limited warranty is effective for Products installed within the United States, Canada, and Mexico after October 1, 2017.

WARRANTY TERM

The following products qualify for the warranty term noted:

PRODUCT NAME	TERM	PRODUCT NAME	TERM
EVERGUARD® TPO 45 MIL MEMBRANE	10 YEARS	EVERGUARD EXTREME® TPO 50 MIL MEMBRANE	15 YEARS
EVERGUARD® STRIP-IN TAPE	10 YEARS	EVERGUARD® FREEDOM™ TPO HW 60 MIL MEMBRANE	15 YEARS
EVERGUARD® DOUBLE-SIDED TAPE	10 YEARS	EVERGUARD® TPO 80 MIL MEMBRANE*	20 YEARS
EVERGUARD® FREEDOM™ TPO HW 45 MIL MEMBRANE	10 YEARS	EVERGUARD® PVC 80 MIL MEMBRANE*	20 YEARS
EVERGUARD® FREEDOM™ TPO 45 MIL MEMBRANE WITH RAPIDSEAM™ TECHNOLOGY	10 YEARS	EVERGUARD EXTREME® TPO 60 MIL MEMBRANE*	20 YEARS
EVERGUARD® FREEDOM™ TPO 60 MIL MEMBRANE WITH RAPIDSEAM™ TECHNOLOGY	10 YEARS	EVERGUARD EXTREME® TPO 70 MIL MEMBRANE*	20 YEARS
EVERGUARD® PVC 50 MIL MEMBRANE	10 YEARS	EVERGUARD EXTREME® TPO 80 MIL MEMBRANE*	20 YEARS
EVERGUARD® PVC 60 MIL MEMBRANE	10 YEARS	EVERGUARD® FREEDOM™ TPO HW 80 MIL MEMBRANE (SPECIAL ORDER ONLY)	20 YEARS
EVERGUARD® PVC 80 MIL MEMBRANE	10 YEARS	EVERGUARD® PVC XK 50 MIL MEMBRANE	10 YEARS
EVERGUARD® TPO 60 MIL MEMBRANE*	15 YEARS	EVERGUARD® PVC XK 60 MIL MEMBRANE	15 YEARS
EVERGUARD® PVC 60 MIL MEMBRANE*	15 YEARS	EVERGUARD® PVC XK 80 MIL MEMBRANE	20 YEARS

*If these materials are installed on a single-family detached residence owned by individuals, you may be eligible for coverage under the Lifetime Residential Single-Ply Limited Material Warranty. See gaf.com for complete coverage and restrictions.

GAF
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