



EverGuard® Lifetime Residential Limited Warranty

Thank you for purchasing GAF Everguard® roof membrane and base flashing materials (the “Everguard® Materials”) from GAF. While many factors can affect how long your Everguard® Materials will last, this Everguard® Lifetime Residential Limited Warranty covers your Everguard® Materials, including EverGuard® TPO 60 Mil, EverGuard® TPO 80 Mil, EverGuard Extreme® TPO 60 Mil, EverGuard Extreme® TPO 70 Mil, EverGuard Extreme® TPO 80 Mil, EverGuard® PVC 60 Mil, and EverGuard® PVC 80 Mil Membranes in the unlikely event they contain a manufacturing defect. It provides coverage that is “non-prorated” during the crucial up-front period of your ownership with continued coverage for extended periods of time afterwards.

WARRANTY PERIOD

Subject to the provisions herein, all Everguard® Materials carry a Lifetime* Limited Warranty against manufacturing defects and a non-prorated period of 10 years.

(1) Conditions of Warranty Coverage/Registration: This limited warranty **must** be registered at gaf.com/registermywarranty within thirty (30) days of installation of the Everguard® Materials. If you do not register for the Everguard® Lifetime Residential Limited Warranty, the limited material warranty applicable to the product (available at gaf.com) will apply instead.

(2) Documentation: You **must** retain a copy of your contract with your installer and your proof of purchase as a proof of the date of installation.

***Definition of Lifetime:** The word “Lifetime” refers to the length of warranty coverage provided as long as you, the original owner(s) own the property where the Everguard® Materials are installed. The Lifetime warranty and 10-year non-prorated period are applicable only to Everguard® Materials installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, please go to gaf.com for a copy of the limited material warranty applicable to those products. GAF’s obligations under this Limited Warranty shall terminate immediately if the property is sold or transferred or if the building is no longer used as a single-family residence.

CLAIMS: WHAT YOU MUST DO

In the event of a leak through the Everguard® Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within 30 days after you become aware of and/or reasonably should have become aware of a problem and provide proof of the date your Everguard® Materials were applied and that you were the owner at that time. You must notify GAF either online at gaf.com/contact, by email at guaranteeleak@gaf.com, by phone at 1-800-458-1860, or in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, samples of your Everguard® Materials for testing and photographs. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this Limited Warranty. If you repair or replace your Everguard® Materials before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your Everguard® Materials before your claim is resolved, you **MUST** provide GAF with reasonable notice. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF. You should retain this document for your records in the unlikely event that you need to file a claim.

MANUFACTURING DEFECTS: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY

GAF Warranty Company, LLC, a subsidiary of GAF (“GAF”), warrants that your Everguard® Materials will not leak due to ordinary wear and tear by the elements or a manufacturing defect during the applicable warranty term.

(1) During the non-prorated period: GAF’s sole responsibility under this Limited Warranty is the repair or replacement, at GAF’s option, of that portion of the Everguard® Materials that leaks as a result of a manufacturing defect or deterioration caused by ordinary wear and tear. GAF’s MAXIMUM LIABILITY during the non-prorated period is the original cost of the Everguard® Materials. 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 materials other than the Everguard® Materials are **NOT** included.

(2) After the non-prorated period: GAF’s maximum responsibility is the original cost of the Everguard® Materials reduced to reflect the amount of use you have received 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 to the date of claim by the number of months in the warranty term. For a Lifetime warranty, the number of months in the warranty term is deemed to be 600 for years 11–20 of the warranty term. For years 42 and beyond of a Lifetime warranty, GAF’s contribution is 20%. For example, if you make a claim for Everguard® Materials installed on a single-family home after the Everguard® Materials have been installed for 25 years (300 months), GAF’s contribution will be redacted by 300/600 or 50%.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does **NOT** cover any Everguard® Materials installed over cold storage or freezer buildings or buildings with high humidity conditions. This Limited Warranty does **NOT** cover conditions other than leaks. This Limited Warranty also does **NOT** cover leaks caused by any of the following:

1. Improper workmanship in applying the Everguard® Materials or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including but not limited to, winds 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 Everguard® Materials; (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 Everguard® Materials including, but not limited to, exposure to grease or oil; (f) exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO Membrane, exposure in excess of 195°F; (g) use of materials that are incompatible with the Everguard® Materials; (h) the failure of wood nailers to remain attached to the structure; or (i) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building.
6. Any condition that is not in strict accordance with GAF’s published application instructions.
7. Membrane color fading.
8. For any Everguard® Materials without heat-welded seams, conditions that prevent positive drainage, or areas of roof that pond water.
9. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
10. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF’s published application instructions.
11. Blisters in the GAF Everguard® Materials that have not resulted in leaks.
12. Installation of non-GAF products

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.

This Limited Warranty **MAY BE SUSPENDED OR CANCELED 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.

OTHER LIMITATIONS

Decisions as to the extent of repair or replacement required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your Everguard® Materials to be repaired or replaced instead of reimbursing you for such work. The remedy under this Limited Warranty is available only for the portion of Everguard® Materials actually exhibiting manufacturing defects or deterioration caused by ordinary wear and tear at the time your claim is settled. Any replacement Everguard® Materials will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its Everguard® Materials, so any replacement Everguard® Materials may not be an exact match for the Everguard® Materials on your roof.

WHO IS COVERED; NON-ASSIGNABILITY

You are covered by the Limited Warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer). This Limited Warranty is **NOT TRANSFERABLE OR ASSIGNABLE** by contract or by operation of law, either directly or indirectly.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act (“TCCWNA”).

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LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR 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 Limited 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 proceedings other than before the appropriate state or federal court in the State of New Jersey. This Limited 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: 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,

The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply to either the sale of the Everguard® Materials or to this Limited Warranty.

MODIFICATION OF WARRANTY

This Limited Warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your Everguard® Materials except as described in this Limited Warranty. (**Note:** Warranty subject to change. For current information, visit gaf.com or write to GAF at 1 Campus Drive, Parsippany, NJ, 07054, USA, Attn: Warranty Claims Department.)

EFFECTIVE DATE

This Limited Warranty is effective for Everguard® Materials installed on single-family detached residences owned by individuals after January 1, 2017, and for which registration of this Limited Warranty was completed in accordance with the requirements set forth herein within thirty (30) days of installation.

