

# International Limited Warranty on EverGuard® 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 published application instructions.

#### 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. The 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, the sole responsibility of GAF is to provide replacement EverGuard® membrane F.O.B. the plant of manufacture for that portion of the Products that leak as a result of a manufacturing defect, or at the sole option of GAF, 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 and less any costs previously poid 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, 1 Campus Drive, Parsippany, NJ 07054, USA—and provide proof of purchase and proof of 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 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.
- Unusual weather conditions or natural disasters, including but not limited to, wind in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, 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 checked below; (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 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.
- 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.
- 7. Any change in the color of the Products, including, but not limited to, fading.
- For any Products without heat-welded seams, conditions that prevent positive drainage or areas of roof that pond water.
- 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 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; CHOICE OF LAW

To the MAXIMUM EXTENT permitted by applicable law, THIS WARRANTY IS EXCLUSIVE and replaces ALL other warranties, conditions, representations, and guarantees, whether express or implied, whether by statute, at law or in equity, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your EXCLUSIVE warranty from GAF and represents the SOLE REMEDY available from GAF to any owner of the Products. GAF makes NO OTHER warranty, condition, representation, or guarantee of any kind other than as stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including damage to the interior or exterior of the building, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause.

This 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 Products 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 to you. 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 Products installed outside of the United States, Canada, and Mexico after June 1, 2023.

## THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERM NOTED:

10-YEAR WARRANTY TERM	15-YEAR WARRANTY TERM				20-YEAR WARRANTY TERM					25-YEAR WARRANTY TERM		
EVERGUARD® TPO	EVERGUARD® TPO				EVERGUARD® TPO					EVERGUARD EXTREME® TPO		
45		60				80						80
1.2 mm		1.5 mm		1.8 mm	2.0 mm							
	EVERGUARD EXTREME® TPO				EVERGUARD EXTREME® TPO							
	50				60		70					
					PVC & PVC FLEECE BACK							
						60		70		80		

