



# StreetBond® Pavement Pledge Limited Warranty

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	PRODUCTS APPLIED

## THE WARRANTY

GAF Materials LLC ("GAF") warrants to you, the original owner of the property described above, that subject to the conditions and limitations of this Limited Warranty, products sold under the StreetBond® brand (the "StreetBond® Products") will not contain a manufacturing defect that adversely affects performance for 5 years from the date of completion listed above as long as the StreetBond® Products were installed on a sound pavement substrate during the shelf life set forth on the product label or container.

## CONDITIONS TO WARRANTY COVERAGE

- 1. Applicator:** The GAF Pavement Coatings must be installed by a GAF Authorized Applicator in accordance with the current GAF published application instructions and the applicable project plan approved by GAF.
- 2. Registration:** The project must be registered in advance in accordance with GAF registration requirements.
- 3. Proof of Purchase:** The installer must submit proof of purchase and lot numbers to GAF.

## NON-ASSIGNABILITY

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

## EXCLUSIVE REMEDY

In the event the StreetBond® Products peel, delaminate, or show "Excessive Wear" (defined as a continuous area of no less than 100 square feet where greater than 75% of the area has original pavement exposed), GAF's sole responsibility is to repair that portion of the StreetBond® Products actually peeling, delaminating, or showing abnormal wear at the time of settlement. Decisions as to the extent of repair required will be made solely by GAF. The remedy under this Limited Warranty is available only for that portion of the GAF Pavement Coatings actually peeling, delaminating, or showing Excessive Wear at the time of settlement. **MAXIMUM LIABILITY** of GAF is the original cost of the StreetBond® Products only, exclusive of installation.

## NOTIFICATION OF CLAIM

In order to report a claim, you **MUST** notify GAF in writing — either online at [gaf.com/contact](https://gaf.com/contact), by email at [guarantee@leak@gaf.com](mailto:guarantee@leak@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 problem. **NOTE:** Notice to your applicator 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. GAF reserves the right to conduct an inspection of the StreetBond® Products in connection with its investigation of a claim.

## EXCLUSIONS FROM COVERAGE

This Limited Warranty does **NOT** cover damage to the StreetBond® Products resulting from anything other than an inherent manufacturing defect in the StreetBond® Products, including but not limited to:

1. Improper workmanship in applying the StreetBond® Products or application that is not in strict accordance with GAF published application instructions, such as improper preparation of the surface or inadequate provisions for curing prior to the surface being opened for use.
  2. Exposure of the StreetBond® Products to damaging substances.
  3. Settlement, movement, cracks, defects, indentation wear, or other failure of the pavement or surface over which the StreetBond® Products were applied.
  4. Defects in the design or suitability of the pavement or surface over which the StreetBond® Products were applied.
5. Causes beyond normal wear and tear, such as unusual weather conditions or natural disasters, including but not limited to, wind in excess of 55 mph, hail, floods, hurricanes, lightning, ice, tornados, and earthquakes, inordinate damage caused by heavy-weight traffic, machinery or equipment, and damage caused by tree roots.
  6. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like including vandalism, landscaping, snow removal equipment, and studded or traction tires.

No representative, employee, or agent of GAF, or any other person, has any authority to assume for GAF any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized GAF Manager or Director. GAF shall not be responsible for any change or amendment to the specifications used in the application of your StreetBond® Products unless approved in writing by an authorized GAF Manager or Director.

This Limited Warranty MAY BE SUSPENDED OR CANCELLED IF THE PAVEMENT OR SURFACE IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE.

## 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, authorized GAF Manager or Director 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 applicator and materials supplier.

