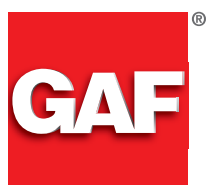


All-Canadian Pledge Roof Guarantee - Specimen (COMTS576)

Updated: 9/14



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



ALL-CANADIAN PLEDGE™ ROOF GUARANTEE



No. _____

OWNER: _____

BUILDING AND ADDRESS: _____

LOW-SLOPE ROOF: SPECIFICATION: _____ STEEP-SLOPE ROOF: SHINGLE: _____

LOW-SLOPE ROOF: _____ SQS. STEEP-SLOPE ROOF: _____ SQS.

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

LOW-SLOPE ROOF SYSTEM – GUARANTEE THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will provide “Edge To Edge” protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the “GAF Low-Slope Materials”) resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Low-Slope Materials. There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the low-slope roof system, are not covered.

LOW-SLOPE ROOF SYSTEM – GUARANTEE PERIOD

This guarantee term for your GAF Low-Slope Materials lasts for _____ years from the date of completion. **NOTE:** Lexsuco® and uncoated M-Curb™ flashings are covered by this guarantee **ONLY** for the first ten years.

STEEP-SLOPE ROOF SYSTEM – THE LIMITED WARRANTY

WHAT IS COVERED/EXCLUDED

This warranty covers certain GAF Steep-Slope roofing products installed on your roof including GAF Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier, GAF Roof Deck Protection, and GAF Cobra® Attic Ventilation (the “GAF Steep-Slope Products”). This warranty does not cover ShingleMatch™ Roof Accessory Paint, Master Flow® Attic Ventilation, or any non-GAF roof products, such as roofing nails. Misapplication of your GAF Steep-Slope Products and flashings at valleys, dormers, chimneys, and plumbing vents (the “Covered Flashings”) is also covered.

MANUFACTURING DEFECTS: LIFETIME SHINGLES

All GAF Shingles covered by this warranty, other than Royal Sovereign® and Marquis WeatherMax® Shingles, carry a Lifetime warranty against manufacturing defects and a non-prorated period of 50 years. (Note: This limited warranty is not available for roofs with Sentinel® Shingles.) The word “Lifetime” means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles installed on a single-family detached residence owned by individual(s). For any other type of owner or building, such as a corporation, government entity, religious entity, condominium, or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 20 years.

MANUFACTURING DEFECTS: OTHER SHINGLES

Marquis WeatherMax® Shingles are warranted against manufacturing defects for 30 years; Royal Sovereign® Shingles are warranted for 25 years. The non-prorated period is 20 years for both Marquis WeatherMax® and Royal Sovereign® Shingles.

MISAPPLICATION: GAF PRODUCTS AND COVERED FLASHINGS

When Lifetime Shingles are installed in the field of the roof, coverage for application errors, including the misapplication of Covered Flashings, lasts for the first 25 years after installation for single family detached residences owned by individual(s). For other types of owners or buildings and for shingles other than Lifetime Shingles, coverage lasts for 20 years.

FAILURE TO SEAL/BLOW-OFFS/WIND DAMAGE

Coverage for your GAF Steep-Slope Products lasts for 15 years.

ALGAE DISCOLORATION

All StainGuard®-labeled shingles and ridge cap shingles are warranted against algae discoloration for 10 years.

MANUFACTURING DEFECTS: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Steep-Slope Products will remain free from manufacturing defects and that your GAF Steep-Slope Products and Covered Flashings will remain free from application errors that adversely affect their performance during the applicable warranty term listed above. Note: Failure to seal/blow-offs/wind damage and algae discoloration are covered separately below.

(a) During the non-prorated period: If any of your GAF Steep-Slope Products are found to have a manufacturing defect or there is an application error in installing your GAF Steep-Slope Products or Covered Flashings that adversely affect performance, GAF will pay you the full reasonable cost of labor to repair or re-cover the affected GAF Steep-Slope Products or Covered Flashings, and will provide replacement products. The costs of labor to tear off some or all of your GAF Steep-Slope Products and disposal are included if necessary to repair your roof.

(b) After the non-prorated period: The repair or re-cover cost which GAF will pay, and the roof products to be provided, will be reduced to reflect the amount of use you have received from your roof through the date of your claim. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of the claim by the number of months in the guarantee term.

For a Lifetime warranty, GAF’s contribution in years 51 and beyond will be 20%.

MISAPPLICATION: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY

If any of your GAF Steep-Slope Products or Covered Flashings is found to have application errors that adversely affect performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement roofing product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Steep-Slope Products and Covered Flashings and disposal are included if necessary to repair your roof.

After the non-prorated period, GAF’s maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Steep-Slope Products before any reduction for use.

FAILURE TO SEAL/BLOW-OFFS/WIND DAMAGE: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY

This Failure To Seal/Blow-Offs/Wind Damage Warranty is **specifically conditioned** on your shingles or ridge cap shingles being fastened and installed **strictly** in accordance with GAF’s published application instructions. GAF warrants to you that your shingles and ridge cap shingles will not fail to seal and that your other GAF Steep-Slope Products will not blow off or sustain damage from winds (including gusts) up to the applicable wind speed listed below after your shingles and ridge cap shingles should have sealed but did not due to a manufacturing defect. If your shingles and ridge cap shingles do fail to seal, blow off, or suffer wind damage, or your other GAF Steep-Slope Products blow off or sustain damage from winds, GAF’s contribution to you will be for the reasonable costs of replacing the blown-off shingles or ridge cap shingles and other affected GAF Steep-Slope Products and hand-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings are not included. GAF’s maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles or ridge cap shingles on your roof.

Shingle	Wind Speed Coverage with special installation (mph/km/h)	Wind Speed Coverage without special installation (mph/km/h)
All GAF Lifetime Shingles	130/209*	110/175
Marquis WeatherMax®	N/A	80/130
Royal Sovereign®	N/A	60/96

*Your roof will be covered up to the maximum wind speed above **ONLY** if your shingles are installed using **6 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes.

Ridge Cap Shingle	Wind Speed Coverage with special installation (mph/km/h)	Wind Speed Coverage without special installation (mph/km/h)
Timbertex® & Ridglass®	130/209*	110/175
All other GAF Ridge Cap Shingles	90/144*	70/112

*Your ridge cap shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the “Maximum Wind Speed Coverage Under Ltd. Warranty” section of the applicable ridge cap shingle application instructions.

SEE LIMITATIONS AND EXCLUSIONS ON REVERSE (Continued on reverse)

Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles or ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or to adequate surface temperatures or that are not fastened properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this warranty.

ALGAE DISCOLORATION: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY

This StainGuard® Limited Warranty applies only to shingles and ridge cap shingles sold in packages bearing the StainGuard® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard® labeled** shingles or ridge cap shingles. During the first year, if your StainGuard® labeled shingles or ridge cap shingles do exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's option, replacing discolored shingles or ridge cap shingles up to a **maximum** of the original installed cost of the affected shingles or ridge cap shingles. During the **remainder** of the StainGuard® warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed (100%, reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120). **Note:** Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

BOTH ROOF SYSTEMS – EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

The All-Canadian Pledge™ Roof Guarantee does **NOT** cover conditions other than leaks. The All-Canadian Pledge™ Roof Guarantee also does **NOT** cover leaks caused by any of the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411) for the low-slope portion or standard good roofing practices for the steep-slope portion of your roof.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms (if your claim involves your GAF Low-Slope Materials) or winds above the applicable wind speed stated above (for your GAF Steep-Slope Products), hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee, or by a separate limited warranty providing additional coverage (e.g., where an EverGuard® TPO Puncture Resistance Limited Warranty is also issued for a roof, damage from hail may be covered under the terms of that limited warranty), or ice damming on your Steep-Slope Roof above the area covered by leak barriers or above flashings.
3. Damage to either roof due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure, or surrounding materials unless high wall GAF waterproofing flashings are installed; (d) chemical attack on your roof systems including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) inadequate attic ventilation; (g) impact of foreign objects on the roof; (h) improper storage or handling of any roofing products; or (i) the use of materials that are incompatible with the products covered by this guarantee.
4. Traffic of any nature on the roof unless, for your Low-Slope roof system, using GAF walk pads applied in accordance with GAF's published application instructions.
5. Blisters in the Low-Slope Roof System that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent™ Eliminator™ Perforated Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the Low-Slope Roof System.
6. Changes in the use of the building or any repairs, modifications, or additions to your roof systems after completion, unless approved in writing by GAF.
7. Conditions that prevent positive drainage or result from ponding water (asphaltic and restoration systems only).
8. Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F.
9. Any condition (e.g., base flashing height or lack of counter flashing) that is not in accordance with GAF's published application instructions, or any deviation or modification from any published specification or application instructions, unless specifically authorized by a GAF Field Services Manager or Director in writing.
10. Shading or variations in the color of your shingles, or discoloration caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles were labeled with the StainGuard® logo), or other contaminants, including that caused by organic materials on the roof or membrane fading or discoloration.
11. Damages caused by, or the cost to repair or replace, products not supplied by GAF, including, but not limited to, counter flashing, or GAF products not specifically included above.
12. Improperly designed or installed gutter or downspout systems.
13. Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, rooftop satellite dishes or other radio/tv devices, counter flashing, or flashings other than those specifically included above.

OTHER LIMITATIONS CONCERNING COVERAGE

STEEP SLOPE: Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your roof products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Steep-Slope Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or blue-green algae growth at the time of settlement. Any replacement GAF Steep-Slope Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement shingles or accessories may not be an exact match for the shingles or accessories on your roof. Even if GAF does not modify a color, replacement shingles or accessories may not match your original shingles or accessories due to normal weathering, manufacturing variations, or other factors.

LOW SLOPE: Any INSPECTIONS made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

BOTH ROOF SYSTEMS – NOTIFICATION OF LEAKS/CLAIMS; OWNER'S RESPONSIBILITIES

In the event of a leak through your GAF Low-Slope Materials or a claim in connection with your GAF Steep-Slope Products, you must make sure that GAF is notified directly about the leak or claim within **30 days** of discovery or GAF will have no responsibility under this guarantee. For a leak, notify GAF in writing either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470 U.S.A. For a claim, you must either call GAF at 1-800-458-1860 about your claim or send a notice in writing to GAF Warranty Services at the same address. **NOTE:** Your roofing contractor and dealer are **NOT** agents of GAF; notice to your roofing contractor or dealer is **NOT** notice to GAF.

For your GAF Steep-Slope Products, GAF may require you to send to GAF, at your expense, sample products 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 guarantee. If you repair or replace your GAF Products 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 GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice.

For your GAF Low-Slope Materials, by notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of U.S. \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

You should retain this document for your records in the unlikely event that you need to file a claim.

Preventative Maintenance and Repairs

- A. In order to help keep your roof performing properly, you must perform regular inspections and maintenance and keep records of this work.
- B. To keep this guarantee in effect, you must repair conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Low-Slope Materials (e.g., porous walls allowing water entry into the roofing system).
- C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Low-Slope Materials or GAF Steep-Slope Products.
- D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

BOTH ROOF SYSTEMS – TRANSFERABILITY

This All-Canadian Pledge™ Roof Guarantee may be transferred or assigned once to a subsequent owner of this building for the remaining term but only if: 1) the request is in writing within 60 days after transfer of ownership; 2) you make any repairs to your Roof Systems or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of your Roof Systems; and 3) you pay an assignment fee of U.S. \$500. This guarantee 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 GUARANTEE 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 guarantee is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF's roofing products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEE, OR WARRANTY** of any kind other than that 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 OF THE BUILDING** and/or mold growth, whether any claim against it is based upon breach of this guarantee, negligence, strict liability in tort, or for any other cause.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, 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, U.S.A. This guarantee shall be governed by the laws of the State of New Jersey, U.S.A. without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

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 guarantee gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

The United Nations Convention on Contracts for the Sale of International Goods shall **NOT** apply to the sale of the GAF Low-Slope Materials or the GAF Steep-Slope Products or to this warranty.

MODIFICATION OF GUARANTEE

This guarantee 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 liability or responsibility for GAF in connection with your GAF Low-Slope Materials, GAF Steep-Slope Products, and Covered Flashings except as described in this guarantee.

NOTE: This guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This document must have a raised seal to be valid.

Certified Contractors &
Warranties for Canada



GAF
1361 Alps Road
Wayne, NJ 07470 U.S.A.

By: _____
Authorized Signature

Date