



EverGuard® Puncture Resistance Limited Warranty

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF (SQUARES) _____ ROOF SPECIFICATION _____

ROOFING APPLICATOR: NAME _____ PHONE NO. _____

DATE OF COMPLETION _____ ADDRESS _____

DATE OF EXPIRATION _____

SAMPLE

THE WARRANTY

GAF warrants to you, the original owner listed above, that the GAF EverGuard® roof membrane (the "Membrane") will resist punctures, and tears through the Date of Expiration listed above when installed and maintained in accordance with GAF requirements.

GAF LIABILITY

The sole responsibility of GAF under the terms of this limited warranty is to repair punctures up to 2" in diameter and tears up to 6" in length caused by impact damage. GAF MAXIMUM LIABILITY under the terms of this limited warranty shall not exceed ___ man hours per 100 squares of roof area per year. Repair or replacement of the roof deck or materials other than the Membrane is **NOT** included.

NOTIFICATION OF CLAIM

In the event of a puncture or tear to the Membrane, you **MUST** notify GAF in writing — either online at gaf.com/contact (preferred), by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054 within **30 days** after your discovery or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF. Within a reasonable time after the proper notification, GAF will evaluate your claim and solve 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 Membrane for testing. You should retain this document for your records in the event that you need to file a claim.

OWNER RESPONSIBILITY

You **MUST** have in place a regular roof maintenance program as recommended by GAF for the duration of this warranty to keep this limited warranty in effect.

EXCLUSIONS FROM COVERAGE

This limited warranty only covers certain punctures and tears as described above. It does **NOT** cover leaks or damage caused by any of the following:

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| <ol style="list-style-type: none"> 1. Improper workmanship in applying the Membrane or any other roof component. 2. Lack of roof maintenance or correction of conditions other than puncture or tear coverage as set forth above. 3. 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 Membrane; (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 Membrane including, but not limited to, exposure to grease and oil; (f) exposure to sustained high-temperature conditions as defined in the applicable GAF Overview & | <ol style="list-style-type: none"> General Requirements Manual; or (g) use of materials that are incompatible with the Membrane; (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. Any condition that is not in strict accordance with GAF published application instructions. 7. Use of the roof membrane as a storage area or use of the roof membrane as a traffic-bearing surface. 8. Failure to properly store the Membrane in its original packaging until time of installation. 9. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions. |
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No representative, employee, or agent of GAF, or any other person, has any authority to assume any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized Field Services Manager or Director.

This limited warranty **MAY BE SUSPENDED OR CANCELLED 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.**

NON-ASSIGNABILITY

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

LIMITATIONS 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 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.

