



EverGuard® TPO Reflectivity 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

ROOF SPECIFICATION

THE WARRANTY

GAF warrants to you, the original owner of the building described above, that your GAF EverGuard® TPO white roof membrane will meet or exceed initial and aged reflectivity values of 65% initial and 50% aged when installed and maintained in accordance with the requirements of GAF. The aged reflectivity shall meet or exceed the 50% value when measured after cleaning the membrane in accordance with GAF recommendations.

GAF LIABILITIES

The sole responsibility of GAF for breach of this limited warranty is the cleaning, coating, or replacement, at the option of GAF, of that portion of your EverGuard® TPO membrane that does not meet the above listed requirements as a result of a manufacturing defect or deterioration caused by ordinary wear and tear. Repair or replacement of the roof deck or materials other than your EverGuard® TPO membrane is NOT included. GAF MAXIMUM liability is the original cost of the EverGuard® TPO membrane only.

NOTIFICATION OF CLAIM/OWNER RESPONSIBILITIES

In the event of a loss of reflectivity caused by a manufacturing defect or ordinary wear and tear, you must notify GAF in writing—either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, NJ 07054 —and provide proof of purchase and application date to establish that you are the original owner within **30 days** after your discovery. **NOTE:** Notice to your contractor or dealer 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 warranty. GAF may require you to submit, at your expense, samples of your EverGuard® TPO membrane for reflectivity testing by an independent laboratory and photographs. You should retain this document for your records in the event that you need to file a claim with GAF.

You **MUST** have in place a regular roof maintenance program and must clean the surface of your EverGuard® TPO membrane as recommended by GAF for the duration of this warranty to keep this limited warranty in effect.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover any EverGuard® TPO membrane installed over cold storage or freezer buildings or buildings with high humidity conditions or installed in hot asphalt. This limited warranty covers only loss of reflectivity; it does NOT cover leaks or damage caused by any of the following:

1. Improper workmanship in applying your EverGuard® TPO membrane or any other roof component.
2. Lack of roof maintenance or correction of conditions other than loss of reflectivity.
3. Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
4. (a) Improper installation or failure of any materials used in any roof base or insulation; (b) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (c) expansion or contraction of any counter flashing or metal work; (d) chemical attack on the EverGuard® TPO membrane including, but not limited to, exposure to grease and oil; or (e) use of materials that are incompatible with the EverGuard® TPO membrane.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Conditions that prevent positive drainage or areas of roof that pond water.
7. Any condition that is not strict accordance with GAF published application instructions.
8. Physical abuse or traffic of any nature on the roof or use as a storage area or use of the roof membrane as a traffic-bearing surface.
9. Failure to properly store the EverGuard® TPO membrane in its original packaging until time of installation.

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 Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF roof specifications used in the construction of your roof unless approved in writing by an authorized GAF 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, watertightness, or reflectivity of the roof.

NON-ASSIGNABILITY

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. 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. 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.

By: _____
Authorized Signature

GAF
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PARSIPPANY, NJ 07054

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We protect what matters most™

