Lifetime Residential Single-Ply Limited Material Warranty

Updated: 1/17





LIFETIME RESIDENTIAL SINGLE-PLY LIMITED MATERIAL WARRANTY

OWNER:		PERIOD OF COVERAGE:	YEARS
NAME AND TYPE OF BUILDING:			
ADDRESS OF BUILDING:			
PRODUCT:	THICKNESS:	AREA OF ROOF:	SQUARES
APPLIED BY:		DATE OF COMPLETION:	

Thank you for purchasing GAF roof membrane and base flashing materials (the "Single-Ply Materials") from GAF, North America's largest roofing manufacturer. While many factors can affect how long your Single-Ply Materials will last, this Lifetime Residential Limited Warranty covers your Single-Ply Materials, including EverGuard® TPO 60 Mil, EverGuard® TPO 80 Mil, EverGuard Extreme® TPO 60 Mil, EverGuard Extreme® TPO 70 Mil, EverGuard Extreme® TPO 70 Mil, EverGuard Extreme® TPO 80 Mil, E TPO 80 Mil, EverGuard® PVC 60 Mil, and EverGuard® PVC 80 Mil Membranes, in the unlikely event that they contain a manufacturing defect. It provides great coverage that is "non-prorated" during the crucial up-front period of your ownership with continued coverage for extended periods of time afterwards.

- 1. Conditions To Warranty Coverage/Registration: This limited warranty must be registered at www.gaf.com/registermywarranty within thirty (30) days of installation of the Single-Ply Materials. If you do not register for the Lifetime Residential Single-Ply Limited Material Warranty, the limited material warranty applicable to the product (available at gaf.com) will apply instead.
- 2. Documentation: You must retain a copy of your contract with your installer and your proof of purchase as proof of the date of installation.

HOW LONG YOUR WARRANTY LASTS.

Manufacturing Defects: Subject to the provisions below, all Single-Ply Materials carry a Lifetime limited warranty (as defined below) against manufacturing defects and a non-prorated period of 10 years.

Definition of Lifetime: The word "Lifetime" means as long as you, the original owner(s) own the property where the Single-Ply Materials are installed. The Lifetime warranty and 10-year non-prorated period are applicable only to Single-Ply Materials installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, please go to gaf.com for a copy of the limited material warranty applicable to those products. GAF's obligations under this Limited Warranty shall terminate immediately if the property is sold or transferred or if the building is no longer used as a single-family residence.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY.

You are covered by this Limited Warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer). This Limited Warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

MANUFACTURING DEFECTS: WHAT IS COVERED/SOLE AND EXCLUSIVE REMEDY.

GAF Warranty Company LLC, a subsidiary of GAF, warrants that your Single-Ply Materials will not leak due to ordinary wear and tear by the elements or a manufacturing defect during the applicable warranty term.

- (1) During the non-prorated period: GAF's sole responsibility for breach of this Limited Warranty is the repair or replacement, at GAF's option, of that portion of the Single-Ply Materials that leaks as a result of a manufacturing defect or deterioration caused by ordinary wear and tear. GAF's MAXIMUM LIABILITY during the non-prorated period is the original cost of the Single-Ply Materials.
- (2) After the non-prorated period: GAF's maximum responsibility is the original cost of the Single-Ply Materials reduced to reflect the amount of use you have received less any costs previously incurred by GAF for membrane replacement. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, the number of months in the warranty term is deemed to be 600 for years 11 – 40 of the warranty term. For years 41 and beyond of a Lifetime warranty, GAF's contribution is 20%. For example, if you make a claim for Single-Ply Materials installed on a single-family home after the Single-Ply Materials have been installed for 25 years (300 months), GAF's contribution will be reduced by 300/600 or 50%.

EXCLUSIONS FROM COVERAGE: WHAT IS NOT COVERED.

This Limited Warranty does NOT cover any Single-Ply Materials installed over cold storage or freezer buildings or buildings with high humidity conditions. This Limited Warranty does NOT cover conditions other than leaks. This Limited Warranty also does NOT cover leaks caused by any of the following:

- 1. Improper workmanship in applying the Single-Ply Materials or any other roof component.
- 2. Lack of roof maintenance.
- 3. Unusual weather conditions or natural disasters, including but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes.
- 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 Single-Ply Materials; (c) infiltration or condensation of moisture through the walls, copings, (c) Infiltration or condensation or moisture trirough the wails, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the Single-Ply Materials including, but not limited to, exposure to grease or oil; (f) exposure to sustained high-temperature conditions; however, for systems with the conditions of the state of the conditions of the utilizing EverGuard Extreme® TPO Membrane, exposure in excess of 195°F;
- (g) use of materials that are incompatible with the Single-Ply Materials; (h) the failure of wood nailers to remain attached to the structure; or (i) architectural, engineering, or design defects or flaws.
- 5. Changes in the use of the building.
- 6. Any condition that is not in strict accordance with GAF's published application instructions.
- 7. Membrane color fading.
- 8. For any Single-Ply Materials without heat-welded seams, conditions that prevent positive drainage, or areas of roof that pond water.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
- 11. Blisters in the GAF Single-Ply Materials that have not resulted in leaks.

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

OTHER LIMITATIONS CONCERNING COVERAGE.

Decisions as to the extent of repair or replacement required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your Single-Ply Materials to be repaired or replaced instead of reimbursing you for such work. The remedy under this Limited Warranty is available only for the portion of Single-Ply Materials actually exhibiting manufacturing defects or deterioration caused by ordinary wear and tear at the time your claim is settled. Any replacement Single-Ply Materials will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its Single-Ply Materials, so any replacement Single-Ply Materials may not be an exact match for the Single-Ply Materials

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CLAIMS: WHAT YOU MUST DO.

You must notify GAF about any claim within 30 days after you notice a problem and provide proof of the date your Single-Ply Materials were applied and that you were the owner at that time. You must either e-mail GAF at guaranteeleak@gaf.com (preferred), call GAF at 1-800-458-1860, or send a notice to GAF in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, samples of your Single-Ply Materials 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 Limited Warranty. If you repair or replace your Single-Ply Materials 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 Single-Ply Materials before your claim is resolved, you MUST provide GAF with reasonable notice. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF. You should retain this document for your records in the unlikely event that you need to file a claim. in the unlikely event that you need to file a claim.

SOLE AND EXCLUSIVE WARRANTY.

THIS LIMITED 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 WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of Single-Ply Materials installed on a single-family detached residence owned by individuals. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES 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 OR EXERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. 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.

The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply to either the sale of the Single-Ply Materials or to this Limited Warranty.

MODIFICATION OF WARRANTY.This Limited Warranty 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 or other liability or responsibility for GAF in connection with your Single-Ply Materials except as described in this Limited Warranty. (**Note:** Warranty subject to change. For current information, visit gaf.com or write to GAF at 1 Campus Drive, Parsippany, NJ, 07054, USA, Attn: Warranty Claims Department.)

EFFECTIVE DATE.

This Limited Warranty is effective for Single-Ply Materials installed on single-family detached residences owned by individuals after January 1, 2017, and for which registration of this Limited Warranty was completed in accordance with the requirements set forth herein within thirty (30) days of installation.

> ONE CAMPUS DRIVE PARSIPPANY, NJ 07054 U.S.A

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