

# **SYSTEM PLEDGE™ ROOF GUARANTEE (Canada)**



| OWNER:                     | PERIOD OF COVERAGE:        | YEARS   |
|----------------------------|----------------------------|---------|
| NAME AND TYPE OF BUILDING: |                            |         |
| ADDRESS OF BUILDING:       |                            |         |
| ROOF SPECIFICATION:        | AREA OF ROOF:              | SQUARES |
| APPLIED BY:                |                            |         |
| DATE OF COMPLETION:        | GUARANTEE EXPIRATION DATE: |         |

### THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

guarantee more than \$\_ non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

### **GUARANTEE PERIOD**

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® and uncoated M-Curb™ Flashings are covered by this guarantee **only** for the first ten years.

# **OWNER RESPONSIBILITIES**

### Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you MUST make sure that GAF is notified directly about the leak, in writing, within 30 days by e-mail (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, U.S.A. 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. 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 \$500 U.S. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

## **Preventative Maintenance and Repairs**

- A. You must perform regular inspections and maintenance and keep records of this work.

  B. To keep this guarantee in effect, you must repair any 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 Roofing 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 Roofing Materials.

  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.

# **EXCLUSIONS FROM COVERAGE**

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)
This guarantee does NOT cover conditions other than leaks. This guarantee also does NOT cover e also does **NOT** cover leaks caused by any of the following:

- 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).
- 2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and
- earthquakes, unless specifically covered under this guarantee.

  3. Damage to the roof constructed of the GAF Roofing Materials 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 walk copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; or (g) use of materials that are incompatible with the GAF Roofing Materials
- 4. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
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  5. Blisters in the GAF Roofing Materials 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 GAF Roofing Materials.

  6. Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.

- 7. Conditions that prevent positive drainage or result from ponding water.
  8. 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, unless specifically authorized by a GAF Field Services Manager or Director in

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. NOTE: 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.

This guarantee 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.

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500 U.S. This guarantee is NOT otherwise transferable or assignable by contract or 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 THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PURPOSE. This written 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, which include mold growth, whether for 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. The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply either to the sale of the GAF Roofing Materials or to this warranty.

**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.

**Authorized Signature** 

1361 ALPS ROAD, WAYNE, NJ 07470, U.S.A.

This guarantee must have a raised seal to be valid

Certified Contractors &





# System Pledge™ Roof Guarantee Protects Your Assets... Conserves Your Investments

GAF's System Pledge™ Roof Guarantee provides you with extensive coverage against material defects and application errors!

|                                            | STANDARD<br>Ltd. Product<br>Warranty | Weather Stopper. System Pledge Roof Guarantee |
|--------------------------------------------|--------------------------------------|-----------------------------------------------|
| What Does The Guarantee Cover?             | Material<br>Defects<br>Only          | Material Defects<br>& Workmanship<br>Errors   |
| Covers Entire System?                      | No                                   | Yes                                           |
| Maximum Coverage Period?                   | 12 Years                             | 20 Years                                      |
| Includes Replacement Material?             | Yes, Pro-rated<br>Based On Use       | Yes                                           |
| Includes Cost Of Labor To Correct Problem? | No                                   | Yes                                           |
| Who Can Offer Guarantee?                   | Anyone                               | GAF Certified<br>Asphaltic<br>Contractors     |
| Is Guarantee Transferable To Next Owner?   | No                                   | Yes                                           |

# Eligibility Requirements for the System Pledge™ Roof Guarantee:

- 1. Your roof must be installed by a GAF Master Select™, Master, or Authorized Roofing Contractor certified by GAF for Asphaltic Systems...Torch, Hot-Mopped, or Cold-Applied Adhesive.
- 2. The roofer must follow GAF's procedures for guarantee issuance, including notifying GAF of the need for a guarantee before roofing commences.
- 3. You must use all GAF GAFGLAS® felts and/or Ruberoid® membranes.
- 4. You must use GAF Accessory Products in conjunction with the membrane system, including EnergyGuard™ Insulation (when applicable); M-Weld™ Preflashed Vents, Drains, and Scuppers (when applicable); Drill-Tec™ Fasteners; Metalastic® Expansion Joint Covers (when applicable); and Matrix™ Cements/Adhesives.

