



# ThermaCal® Nail Base Roof Insulation Panels Limited Warranty

## THE WARRANTY

GAF warrants to you, the original owner of the building where the GAF Cornell ThermaCal® Nail Base Roof Insulation Panels “ThermaCal® Roof Insulation Panels” are installed, that the ThermaCal® Roof Insulation Panels installed on your roof will remain free from manufacturing defects that adversely affect their performance for 15 years. GAF also warrants to you that the thermal insulation R-value of the ThermaCal® Roof Insulation Panels on your roof will not diminish to less than ninety percent (90%) of the published R-value at time of purchase for 15 years after installation. GAF recommends against installing non-ventilated Thermal® Roof Insulation Panels under asphalt shingles; this limited warranty does not cover any such installations under asphalt shingles.

## GAF'S LIABILITY

Except as otherwise described in the next paragraph and subject to the limitations described below, GAF's sole responsibility for breach of this limited warranty is the repair or replacement, at GAF's option, of that portion of the ThermaCal® Roof Insulation Panels (a) that exhibit manufacturing defects adversely affecting their performance or (b) that fail to meet the R-value specified above. Subject to the limitations described below, GAF's responsibility to you will be to provide (at GAF's option) the reasonable cost to repair any ThermaCal® Roof Insulation Panels, providing you with replacement ThermaCal® Roof Insulation Panels or reimbursing you for the reasonable cost of replacement products. In any event, GAF'S MAXIMUM LIABILITY for any claim other than as described in the next paragraph will be the reasonable cost of any replacement ThermaCal® Roof Insulation Panels (subject to the adjustment described below).

During the first five years after installation, in the event that the ThermaCal® Roof Insulation Panels exhibit a manufacturing defect that adversely affects their performance or the R-value diminishes to less than ninety percent (90%) of the published R-value (“Diminished R-value”), GAF will also pay, at GAF's option, for the repair or replacement of only the roof covering materials overlying the affected ThermaCal® Roof Insulation Panels (subject to the limitations described below). After year five, GAF will no longer have any responsibility for the repair or replacement of the overlying roof covering materials. Subject to the limitations described below, GAF's responsibility to you for any overlying roof covering materials will be either to provide the reasonable cost to repair or the original cost of any affected overlying roof covering materials. In any event, GAF'S MAXIMUM LIABILITY for any claim described in this paragraph will be the original cost of any replacement overlying roof covering materials (subject to the adjustment described below).

After the first anniversary of the date of the installation of ThermaCal® Roof Insulation Panels, GAF's MAXIMUM LIABILITY to you will be reduced to reflect the use you have received from your ThermaCal® Roof Insulation Panels. 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 180 (i.e., 15 years).

## NOTIFICATION OF CLAIM/OWNER RESPONSIBILITIES

- (1) In the event that your ThermaCal® Roof Insulation Panels exhibit a manufacturing defect that adversely affects their performance or a Diminished R-value, you must either call GAF at 1-800-458-1860 about your claim or send a notice in writing to GAF, Warranty Services, 1361 Alps Road, Wayne, New Jersey 07470, U.S.A., **and** provide proof of purchase and application date to establish that you are the original owner. You will then be provided with complete details about submitting your claim. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. GAF may require you to submit, at your expense, samples of your ThermaCal® Roof Insulation Panels for testing and photographs.
- (2) In the event that samples must be taken, you agree, at your expense, to remove samples, replace and repair the sample area, and have tests made on the ThermaCal® Roof Insulation Panels. You shall notify GAF in writing at the address shown above at least **thirty (30) days** prior to the removal of the installed samples. You agree that a GAF representative may monitor and choose the sampling places, the testing facility, and the testing procedures and that the testing take place only in the presence of a GAF representative. You further agree that a moisture content test shall also be performed under the above terms and conditions and that you shall be responsible for all costs involved in connection therewith. If your claim is found to be valid, GAF will reimburse you for the cost of moisture content testing. If you remove or damage the ThermaCal® Roof Insulation Panels prior to the scheduled sampling, this limited warranty shall be void.
- (3) If you repair or replace your ThermaCal® Roof Insulation Panels 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 ThermaCal® Roof Insulation Panels before your claim is resolved, you **MUST** provide GAF with reasonable notice.
- (4) **NOTE:** Notice to your builder, contractor or distributor is **NOT** notice to GAF. You should retain this document for your records in the unlikely event that you need to file a claim.

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## EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover any ThermaCal® Roof Insulation Panels installed over cold storage or freezer buildings or buildings with high humidity conditions. This limited warranty also does **NOT** cover:

1. Improper workmanship in applying the ThermaCal® Roof Insulation Panels or any other roof component.
2. Damages resulting from the lack of, or inadequate, through intake and exhaust ventilation.
3. Damages resulting from unusual weather conditions or natural disasters, including but not limited to, fire, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
4. Damages due to:
  - (a) movement or cracking of the roof deck or building;
  - (b) improper installation, including, without limitation, any installation not in strict accordance with GAF's printed application instructions;
  - (c) failure of any materials used in any roof base or insulation or materials other than the ThermaCal® Roof Insulation Panels;
  - (d) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials;
  - (e) expansion or contraction of any counterflashing or metal work;
  - (f) mishandling or improper storage of ThermaCal® Roof Insulation Panels or conditions that have resulted in damage, crushing, or puncturing of the ThermaCal® Roof Insulation Panels; or
  - (g) use of materials that are incompatible with the ThermaCal® Roof Insulation Panels.
5. Performance issues of any other roof component.
6. After installation, moisture testing that finds an excess of 3% moisture in the ISO insulation component of the ThermaCal® Roof Insulation Panels or an excess of 20% moisture in the plywood or OSB components of the ThermaCal® Roof Insulation Panels.

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. 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.

## WHO IS COVERED BY THIS LIMITED WARRANTY; TRANSFERABILITY

You are covered by this warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be **transferred** only **once**. The second owner must notify GAF in writing within **60 days** after the property transfer has occurred for any coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned by contract or by operation of law, either directly or indirectly.)

## LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

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 WARRANTY OF MERCHANTABILITY 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 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 limited warranty, 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 limited 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, U.S.A. This limited warranty 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 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 either to the sale of the ThermaCal® Roof Insulation Panels or to this warranty.