



KYMAX™ ROOF COATING 10-YEAR LIMITED WARRANTY

THE WARRANTY

GAF warrants to you that the Kymax™ roof coating ("Kymax") will not contain a manufacturing defect that causes the Kymax to lose its factory-approved original color by more than 10 delta E/CIE units when tested in accordance with ASTM D2244 compared to an unweathered specimen for a period of 10 years following installation in accordance with the applicable published application instructions and during the shelf life set forth on the product label or container.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Kymax and the installation is ongoing or (b) you are the original owner of the property on which the Kymax is installed and the installation is complete.

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

EXCLUSIVE REMEDY

In the event that the Kymax does lose its factory-approved original color as specified above during the warranty term, GAF's sole responsibility is to provide replacement Kymax for that portion of the Kymax that does not retain its factory-approved original color as a result of a manufacturing defect, or at GAF's sole option, the cash value of said Kymax. Decisions as to the extent of replacement Kymax required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the Kymax actually exhibiting manufacturing defects at the time of settlement. The replacement Kymax, as well as any remaining Kymax, will be warranted only for the remainder of the original warranty period. Repair or replacement of the roof deck or materials other than the Kymax is **NOT** included. GAF's MAXIMUM LIABILITY is the original cost of the Kymax only.

NOTIFICATION OF CLAIM

In order to report a claim, you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase and proof of application date (and for original owners, proof that you own the subject property) within **30 days** after your discovery of the problem. **NOTE:** Notice to your contractor or distributor 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 limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your Kymax for testing. You should retain this document as well as the proof of purchase and lot numbers from the packaging for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover conditions caused by any of the following:

1. Leaks.
2. Improper workmanship in applying the Kymax or any other roof component.
3. Lack of maintenance.
4. Unusual weather conditions or natural disasters, including, but not limited to, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
5. 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 Kymax; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the Kymax including, but not limited to, exposure to grease and oil; (f) use of materials that are incompatible with the Kymax; (g) improper preparation
6. Changes in the use of the building unless approved in writing in advance by GAF.
7. Installation of the Kymax over cold storage or freezer buildings or buildings with high humidity conditions.
8. Loss of reflectivity or color change due to conditions that prevent positive drainage or areas of roof that pond water.
9. Any condition that is not in strict accordance with GAF published application instructions.
10. Traffic of any nature on the roof.
11. Impact of foreign objects, including damage caused by objects blown onto the roof by wind.

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.

LIMITATION 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 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.

EFFECTIVE DATE

This limited warranty is effective for Kymax installed within the United States, Canada, and Mexico after January 1, 2018.

GAF
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