

# **Limited Warranty on Materials**

(COMTS589)

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*Quality You Can Trust...From  
North America's Largest Roofing Manufacturer!™*



# LIMITED WARRANTY ON MATERIALS

OWNER \_\_\_\_\_

NAME AND TYPE OF BUILDING \_\_\_\_\_

ADDRESS OF BUILDING \_\_\_\_\_

AREA OF ROOF: SQ. FEET \_\_\_\_\_

ROOF SPECIFICATION: \_\_\_\_\_

### ROOFING APPLICATOR:

NAME \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE OF COMPLETION \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF EXPIRATION \_\_\_\_\_

## THE WARRANTY

GAF warrants to you, the owner of the building described above, that the GAF roof membrane and base flashing material (the "GAF Materials") checked below will not leak due to ordinary wear and tear by the elements or a manufacturing defect for the period noted below from the date of completion of the roof.

## GAF'S LIABILITY

GAF's sole responsibility for breach of this limited warranty is the repair or replacement, at GAF's option, of that portion of the GAF Materials that leaks 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 the GAF Materials is **NOT** included. GAF's MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the GAF Materials only. After the first year, GAF's maximum liability is the original cost of the GAF Materials used on the roof reduced by 10% for 10-year warranties or 8% for 12-year warranties during each subsequent year, less any costs previously incurred by GAF for repair or replacement.

## NOTIFICATION OF CLAIM

In the event of a leak caused by a manufacturing defect or ordinary wear and tear, you **MUST** notify GAF in writing—either by email (preferred) at [guaranteeleak@gaf.com](mailto: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 of the leak. **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, samples of your GAF Materials for testing and photographs. You should retain this document for your records in the event that you need to file a claim.

## EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover any GAF 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 GAF Materials or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including but not limited to, wind in excess of 54 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes.
4. 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 GAF Materials checked below; (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 GAF Materials including, but not limited to, exposure to grease and oil; (f) use of materials that are incompatible with the GAF Materials; or (g) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. For asphaltic roofing products, conditions that prevent positive drainage or areas of roof that pond water.
7. Membrane color fading.

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.

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.

## WHO IS COVERED

You are covered by this limited warranty if you are the original owner of the building described above and that building is located within the United States.

## NON-ASSIGNABILITY

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

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

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 limited 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.

## EFFECTIVE DATE

This limited warranty is effective for GAF Materials installed after February 1, 2016.

THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERM NOTED:

### 10-YEAR WARRANTY TERM

#### ASPHALTIC PRODUCTS

- GAFGLAS® STRATAVENT® NAILABLE VENTING BASE SHEET (Formerly GAFGLAS® Stratavent® Eliminator™ Nailable Venting Base Sheet)
- GAFGLAS® STRATAVENT® PERFORATED VENTING BASE SHEET (Formerly GAFGLAS® Stratavent® Eliminator™ Perforated Venting Base Sheet)
- GAFGLAS® #75 BASE SHEET
- GAFGLAS® #80 ULTIMA™ BASE SHEET
- GAFGLAS® PLY 4 PLY SHEET
- GAFGLAS® FLEXPY™ 6 PLY SHEET
- GAFGLAS® MINERAL-SURFACED CAP SHEET
- GAFGLAS® ENERGYCAP™ MINERAL-SURFACED CAP SHEET (Formerly GAFGLAS® EnergyCap™ BUR Mineral Surfaced Cap Sheet)
- LIBERTY™ SBS MECHANICALLY ATTACHED BASE SHEET (Formerly LIBERTY™ MA Mechanically Attached Base Sheet)
- LIBERTY™ SBS SELF-ADHERING BASE/PLY SHEET
- LIBERTY™ SBS SELF-ADHERING CAP SHEET
- RUBEROID® TORCH SMOOTH MEMBRANE
- RUBEROID® TORCH GRANULE MEMBRANE
- RUBEROID® ENERGYCAP™ TORCH GRANULE FR MEMBRANE
- RUBEROID® HW 25 SMOOTH MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ 25)

- RUBEROID® HW SMOOTH MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ Smooth)
- RUBEROID® HW GRANULE MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ Granule)
- RUBEROID® HW GRANULE FR MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ 170 FR)
- RUBEROID® 20 SMOOTH MEMBRANE (Formerly RUBEROID® 20)
- RUBEROID® 30 GRANULE MEMBRANE (Formerly RUBEROID® 30)
- RUBEROID® 30 GRANULE FR MEMBRANE (Formerly RUBEROID® 30 FR)
- RUBEROID® ENERGYCAP™ 30 GRANULE FR MEMBRANE (Formerly RUBEROID® EnergyCap™ 30 FR SBS Membrane)
- RUBEROID® MOP SMOOTH MEMBRANE
- RUBEROID® MOP SMOOTH 1.5 MEMBRANE
- RUBEROID® MOP GRANULE MEMBRANE
- RUBEROID® MOP GRANULE FR MEMBRANE (Formerly RUBEROID® Mop 170 FR)

### 10-YEAR WARRANTY TERM

- EVERGUARD® PVC 50
- EVERGUARD® PVC 60
- EVERGUARD® PVC 80

### 12-YEAR WARRANTY TERM

#### ASPHALTIC PRODUCTS

- RUBEROID® TORCH PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® Torch FR)
- RUBEROID® ENERGYCAP™ TORCH PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® EnergyCap™ Torch Plus FR)
- RUBEROID® HW PLUS GRANULE MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ Plus)
- RUBEROID® HW PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® SBS HeatWeld™ FR)
- RUBEROID® ENERGYCAP™ HW PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® EnergyCap™ SBS HeatWeld™ Plus FR)
- RUBEROID® MOP PLUS SMOOTH MEMBRANE
- RUBEROID® MOP PLUS GRANULE MEMBRANE (Formerly RUBEROID® Mop Plus)
- RUBEROID® MOP PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® Mop FR)
- RUBEROID® ENERGYCAP™ MOP PLUS GRANULE FR MEMBRANE (Formerly RUBEROID® EnergyCap™ Mop FR)

**GAF**  
**1 CAMPUS DRIVE**  
**PARSIPPANY, NJ 07054**