

Blue Diamond™ Guarantee

Updated: 1/11



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

www.gaf.com



BLUE DIAMOND™ GUARANTEE

No. _____

OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF MATERIALS CORPORATION ("GAF") guarantees to you, the original owner of the building described above, that GAF will provide protection by repairing leaks through the GAF roofing membrane, insulation and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from manufacturing defects, ordinary wear and tear or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, the presence of the overburden 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.

OWNER'S 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 email (preferred) at guaranteeservices@gaf.com, or in writing to Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, 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. 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 of your roof 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 including the overburden that impedes any inspection or repair must be removed and replaced at your expense so that GAF can perform inspections or repairs. Even if GAF determines that the leak is covered by this guarantee, GAF is not responsible for any costs relating to the removal and replacement of the overburden, or any damage to the membrane that in GAF's sole opinion results from the removal of the overburden.

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 leaks caused by the following:

1. Inadequate roof maintenance.
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 walls, copings, building structure or surrounding materials ; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; or (e) the failure of wood nailers to remain attached to the structure.
4. Traffic of any nature on the roof, including damage from other trades that may occur after the GAF membrane installation.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks unless 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 counterflashing) that is not in accordance with GAF's application instructions and construction details, or any deviation or modification therefrom, unless specifically authorized by a GAF Contractor Services Manager in writing.

No representative, employee or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Contractor Services Manager. **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.

TRANSFERABILITY

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. 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 EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR 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 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. This Guarantee 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 identified courts above.

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 Materials Corporation.

This guarantee must have a raised seal to be valid.

GAF MATERIALS CORPORATION
1361 ALPS ROAD, BUILDING 11-1
WAYNE, NJ 07470

By: _____
Authorized Signature Date