

**Limited Warranty on EverGuard®  
TPO Materials**  
(COMTS715)

Updated: 5/16



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



# LIMITED WARRANTY ON EVERGUARD® TPO 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 \_\_\_\_\_

### THE WARRANTY

GAF warrants to you, the owner of the building described above, that the GAF roof membrane and base flashing material (the "EverGuard® TPO 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 EverGuard® TPO 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 EverGuard® TPO Materials is **NOT** included. GAF's MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the EverGuard® TPO Materials only. After the first year, GAF's maximum liability is the original cost of the EverGuard® TPO Materials used on the roof reduced to reflect the amount of use you have received from your roof and less any costs previously incurred by GAF for repair or replacement. The amount of use will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty term.

### 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 EverGuard® TPO 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 EverGuard® TPO 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 EverGuard® TPO 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 EverGuard® TPO 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 EverGuard® TPO Materials including, but not limited to, exposure to grease and oil; (f) exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F; (g) use of materials that are incompatible with the EverGuard® TPO Materials; or (h) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Membrane color fading.
7. For any EverGuard® roofing products without heat-welded seams, conditions that prevent positive drainage or areas of roof that pond water.

No representative, employee, or agent of GAF, or any other person, has any 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 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 the EverGuard® TPO Materials installed after May 1, 2016.

THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERM NOTED:

#### 10-YEAR WARRANTY TERM

EVERGUARD® TPO

45

EVERGUARD® STRIP-IN TAPE

EVERGUARD® DOUBLE-SIDED TAPE

#### 15-YEAR WARRANTY TERM

EVERGUARD® TPO

60

EVERGUARD EXTREME® TPO

50

#### 20-YEAR WARRANTY TERM

EVERGUARD® TPO

80

EVERGUARD EXTREME® TPO

60  80

**GAF**  
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