



EnergyGuard™ 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 original owner of the building described above, that the EnergyGuard™ Polyiso Materials will not warp, bow, destabilize, or delaminate to the point of causing a roof leak as a result of a manufacturing defect for 15 years. GAF also warrants that the thermal insulation R-Value of the GAF EnergyGuard™ Polyiso Materials on your roof will not diminish to less than ninety percent (90%) of the published R-value.

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 EnergyGuard™ Polyiso Materials (a) that have roof leaks as a result of the conditions specified above or (b) that fail to meet the R-value specified above. Repair or replacement of the roof deck or materials other than the EnergyGuard™ Polyiso Materials is NOT included. GAF’s MAXIMUM LIABILITY during the first year of this warranty is the original cost of the EnergyGuard™ Polyiso Materials only. After the first year, GAF’s maximum liability is the original cost of the EnergyGuard™ Polyiso Materials used on the roof reduced by 6.6% during each subsequent year, less any costs previously incurred by GAF for repair or replacement.

NOTIFICATION OF CLAIM/OWNER RESPONSIBILITIES

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 or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470—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 warranty. GAF may require you to submit, at your expense, samples of your EnergyGuard™ Polyiso Materials for testing and photographs. You should retain this document for your records in the event that you need to file a claim.

If at any time after the first year from the date of purchase of the EnergyGuard™ Polyiso Materials, but prior to the fifteenth year, you decide to evaluate the EnergyGuard™ Polyiso Materials’ R-Value, 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 shall monitor and choose the sampling places, the testing facility, and the testing procedures. You agree, at your expense, to remove samples, replace and repair the sample area, and have tests made on the EnergyGuard™ Polyiso Materials 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 you remove or damage the EnergyGuard™ Polyiso Materials prior to the scheduled sampling, this limited warranty shall be void.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover any EnergyGuard™ Polyiso Materials installed over cold storage or freezer buildings or buildings with high humidity conditions. This limited warranty does NOT cover leaks caused by any of the following or conditions other than leaks:

1. Improper workmanship in applying the EnergyGuard™ Polyiso Materials or any other roof component.

2. Lack of roof maintenance.

3. Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.

4. Damage due to (a) movement or cracking 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 EnergyGuard™ Polyiso Materials; (c) infiltration or condensation of moisture through the walls,
- copings, building structure, or surrounding materials; (d) expansion or contraction of any counter flashing or metal work; (e) mishandling or improper storage of the EnergyGuard™ Polyiso Materials or conditions that have resulted in damage, crushing, or puncturing of the EnergyGuard™ Polyiso Materials; or (f) use of materials that are incompatible with the EnergyGuard™ Polyiso Materials.

5. Changes in the use of the building unless approved in writing in advance by GAF.

6. Moisture testing that finds an excess of 3% moisture by weight.

No representative, employee, or agent of GAF, or any other person, has any authority to assume for GAF any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized 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.

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 for warranty 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 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 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.