## THE WARRANTY

This limited warranty applies if you have installed a GAF Extended Dry-In Membrane (the "Membrane") in strict accordance with GAF published application instructions and the Membrane is not covered by any other roof cladding.

GAF warrants to you that the Membrane will not contain a manufacturing defect that results in a leak through the Membrane from the date of installation through the date that a new roof cladding is installed over top of the Membrane, for a maximum warranty term of 1 year.

In the event that you install GAF shingles over top of the Membrane within 1 year after the installation of the Membrane, additional coverage for the Membrane may be available to you under the terms of the GAF Shingle & Accessory Limited Warranty or GAF Roofing System Limited Warranty in effect at the time of installation of the GAF shingles.

## WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Membrane and the installation is ongoing or (b) you are the original owner of the property on which the Membrane 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 of a leak through the Membrane which was caused by a manufacturing defect during the warranty term, the sole responsibility of GAF is to provide replacement Membrane for that portion of the Membrane that leaks as a result of a manufacturing defect, or at the sole option of GAF, the cash value of said replacement Membrane. Decisions as to the extent of replacement Membrane required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the Membrane actually exhibiting manufacturing defects at the time of settlement. The replacement Membrane, as well as any remaining Membrane, will be warranted only for the remainder of the original warranty period. Repair or replacement of the roof deck or materials other than the Membrane is NOT included. **GAF MAXIMUM LIABILITY of GAF is the original cost of the Membrane only**.

### **NOTIFICATION OF CLAIM**

In order to report a claim you **MUST** notify GAF in writing — either online at leakreporting.gaf.com, by email at warrantyclaims@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 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 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, photographs of the reported problem and samples of your Membrane for testing. You should retain this document as well as the proof of purchase for your records in the event that you need to file a claim.

#### **EXCLUSIONS FROM COVERAGE**

This limited warranty does NOT cover conditions other than leaks or leaks caused by any of the following:

 Anything other than an inherent manufacturing defect in the Membrane, including, but not limited to: (a) improper fastening of the membrane or application not in strict accordance with GAF published application instructions; (b) structural changes or alterations to the substrate over which the Membrane is installed; (c) settlement, movement, defects, or damage in the building, walls, foundation, roof deck, or materials used as a roof base over which the Membrane is installed; (d) damage resulting from the application of other roofing materials, including, but not limited to, damage caused by incompatibility with any other products. 2. Inadequate ventilation.

- 3. Damage to the Membrane resulting from causes beyond normal wear and tear such as: (a) acts of nature, such as hail, fire, storms, or winds; or (b) improper storage or handling of the Membrane.
- Labor costs, costs to tear off or dispose of the Membrane or any other products, or any damages not specifically included in the Exclusive Remedy section above.

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.

# SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Shingles or Accessories. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA"). The United Nations Convention on the International Sale of Goods shall NOT apply either to the sale of the GAF Products or to this limited warranty.

### **EFFECTIVE DATE**

This limited warranty is effective for Membrane installed within the United States, Canada, and Mexico after May 1, 2021.

