

Freedom™ TPO Material Limited Warranty

Warranty

Updated: 2/08



*Quality You Can Trust Since 1886...
From North America's Largest Roofing Manufacturer™*



LIMITED WARRANTY ON FREEDOM™ TPO MATERIAL

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF _____ SQ. FEET _____ SPECIFICATION _____

LINEAL FEET OF FLASHING _____ TYPE OF FLASHING _____

ROOFING APPLICATOR: _____

NAME _____

TELEPHONE NO. _____

DATE OF COMPLETION _____

ADDRESS _____

DATE OF EXPIRATION _____

GAF Materials Corporation (GAFMC) warrants to you, the original owner of the building described above, that the Freedom TPO roof membrane checked below, base flashing and StormSafe™ anchor sheet used in the specification listed above (collectively, the "Freedom Materials") will not leak due to ordinary wear and tear by the elements or manufacturing defects for the period noted below from the date of completion of the roof.

GAF LIABILITIES

GAFMC's sole responsibility for breach of this limited warranty is the repair or replacement, at GAFMC's option, of that portion of the Freedom Materials that leak 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 Freedom Materials is NOT included. GAFMC's MAXIMUM LIABILITY during the first year of this Warranty is the original cost of the Freedom Materials only. After the first year, GAFMC's maximum liability is the original cost of the Freedom Materials used on the roof reduced by 5% for 20 year warranties, 6.67% for 15 year warranties, and 10% for 10-year warranties during each subsequent year, less any costs previously incurred by GAFMC for repair or replacements.

NOTIFICATION OF CLAIM

In the event of a leak caused by manufacturing defects or ordinary wear and tear, you must notify GAFMC in writing, and provide proof of purchase and application date to establish that you are the original owner, to: GAFMC Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470 within 30 days after your discovery of the leak. **NOTE:** Notice to your contractor or distributor is NOT notice to GAFMC. Within a reasonable time after proper notification, GAFMC will evaluate your claim and resolve it in accordance with the terms of this Warranty. GAFMC may require you to submit, at your expense, samples of your Freedom Materials for testing and photographs. You should retain this certificate for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover any Freedom 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 Freedom 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 Freedom Materials specifically listed above; (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; and (e) chemical attack on the Freedom Materials including, but not limited to, exposure to grease and oil.
5. Changes in the use of the building unless approved in writing in advance by GAFMC.
6. Any condition (e.g., base flashing height or lack of counter flashing) that is not in strict accordance with GAFMC's application and specification instructions.

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

This limited warranty MAY BE CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity and watertightness of the roof.

NON-ASSIGNABILITY

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

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE 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 GAFMC, whether any claim against it is based upon STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. In NO event shall GAFMC be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior damage.

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 above identified courts.

NOTE: Some states do not allow limitation on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitation 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.

THE FOLLOWING PRODUCTS QUALIFY FOR 10-, 15-, or 20-YEAR WARRANTY TERMS AS NOTED:

20 YEAR

- FREEDOM HW 80 MIL
- FREEDOM RS 80 MIL

15 YEAR

- FREEDOM HW 60 MIL
- FREEDOM RS 60 MIL

10 YEAR

- FREEDOM HW 45 MIL
- FREEDOM RS 45 MIL

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