# THE WARRANTY

GAF warrants to you that the GAF LIBERTY<sup>™</sup> SBS Self-Adhering roof membrane and base flashing material (the "GAF Materials") will not contain a manufacturing defect that causes leaks for the warranty term listed below.

# WHO IS COVERED BY THIS LIMITED WARRANTY; ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Products and the installation is ongoing or (b) you are the original owner of the property on which the Products are 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 the GAF Materials do exhibit a manufacturing defect which causes leaks during the warranty term, GAF's sole responsibility is the repair or replacement of that portion of the GAF Materials which are actually leaking at the time of settlement, or the cash value of said repair or replacement. Repair or replacement of the roof deck or materials other than the GAF Materials is **NOT** included. GAF's MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the GAF Materials only. After the first year, GAF's maximum liability is the original cost of the GAF Materials reduced by 6.67% annually for 15-year warranties and 10% annually for 10-year warranties, less any costs previously incurred by GAF for repair or replacement.

# **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, proof of application date, and proof that you own the subject property within **30 days** after your discovery of the problem. **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 Products 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 any GAF 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 GAF Materials or any other roof component.
- 2. Lack of roof maintenance.
- Unusual weather conditions or natural disasters including, but not limited to, wind in excess of 55 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 GAF Materials; (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 GAF Materials including, but not limited to, exposure to grease and oil; (f) use of materials that are incompatible with the GAF Materials; or (g) architectural, engineering, or design defects or flaws.
- 5. Changes in the use of the building unless approved in writing in advance by GAF.
- 6. Conditions that prevent positive drainage or areas of roof that pond water.
- 7. Any condition that is not in strict accordance with GAF published application instructions.

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.

## 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 or Canada.

#### 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 the Products. 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 jurisdictions. 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 Products or to this limited warranty.

# **EFFECTIVE DATE:**

This limited warranty is effective for the GAF Materials installed after July 1, 2023. THE FOLLOWING PRODUCTS QUALIFY FOR THE WARRANTY TERMS NOTED:

## **10-YEAR LIMITED WARRANTY**

(Roof size cannot exceed 2,500 sq. ft. / 25 squares):

□ One-Ply System consisting of LIBERTY<sup>™</sup> SBS Self-Adhering Cap Sheet adhered to a primed plywood deck using an ASTM D41 Asphalt Primer (such as GAF LIBERTY<sup>™</sup> Asphalt Primer or GAF Matrix 307 Asphalt Primer)

# **15-YEAR LIMITED WARRANTY**

(Roof size cannot exceed 2,500 sq. ft. / 25 squares):

□ Two-Ply System consisting of LIBERTY<sup>™</sup> SBS Self-Adhering Base/Ply Sheet adhered to a primed plywood deck using an ASTM D41 Asphalt Primer (such as GAF LIBERTY<sup>™</sup> Asphalt Primer or GAF Matrix 307 Asphalt Primer) and LIBERTY<sup>™</sup> SBS Self-Adhering Cap Sheet.

### **20-YEAR LIMITED WARRANTY**

(Roof size cannot exceed 2,500 sq. ft./ 25 squares):

□ Two-Ply System consisting of LIBERTY<sup>™</sup> SBS Self-Adhering Base/Ply Sheet adhered to a primed plywood deck and LIBERTY<sup>™</sup> SBS Self-Adhering Cap Sheet, using both LIBERTY<sup>™</sup> Asphalt Primer and LIBERTY<sup>™</sup> Premium SBS Flashing Cement accessories. GAF Matrix 307 Asphalt Primer and GAF Matrix 201 Premium SBS Flashing Cement accessories may also be used.

