

# Weather Stopper<sup>®</sup> Integrated Roofing System Guarantee

Updated: 5/08



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

No. \_\_\_\_\_



# Weather Stopper® Integrated Roofing System Guarantee (A Limited Warranty)



OWNER: \_\_\_\_\_ PERIOD OF COVERAGE: \_\_\_\_\_ YEARS

NAME AND TYPE OF BUILDING: \_\_\_\_\_

ADDRESS OF BUILDING: \_\_\_\_\_

SQUARE FEET: \_\_\_\_\_ AREA OF ROOF: \_\_\_\_\_

APPLIED BY: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

**GAF MATERIALS CORPORATION ("GAFMC")** warrants to the original owner that, subject to the conditions and limitations of this limited warranty, the GAFMC roofing membrane, liquid applied TOPCOAT® membrane or coating, base flashing, high wall waterproofing flashing system, insulation, expansion joint covers and pre-flashed accessories, VersaShield™ Fire Barrier (the "GAFMC Roofing Materials") will withstand ordinary wear and tear by the elements and will be free of manufacturing defects which affect their ability to maintain the roof in watertight condition during the warranty period, which starts at the date of completion of the roof. This limited warranty applies to GAFMC Roofing Materials installed in accordance with current GAFMC specifications. Leaks caused by materials other than those noted above, such as the roof deck, non-GAFMC insulation or other materials used in the construction of the roof system, are not covered.

### CONDITIONS TO WARRANTY COVERAGE

- Contractor:** The GAFMC Materials must be installed by a GAFMC Certified Roofing Contractor.
- Maintenance:** The owner must follow a maintenance program in accordance with the instructions found on the reverse side. Coatings over smooth-surfaced products must be maintained to protect the membrane surface.
- Buildings:** Cannot have high internal humidity or be used as freezer buildings or for cold storage.

### GAFMC'S LIABILITY

GAFMC's sole responsibility for breach of this limited warranty is to repair that portion of the GAFMC Materials that contains manufacturing defects or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the roof deck or other roof components used in conjunction with the GAFMC Materials is NOT included. GAFMC'S MAXIMUM liability under this guarantee shall not exceed in the aggregate over the life of this guarantee the original installed cost of the GAFMC Roofing Materials.

### OWNER'S RESPONSIBILITIES

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 (or proof of transfer if the second owner has properly transferred coverage) to GAFMC Guarantee Services Department, 1361 Alps Road, Building 11-1, Wayne, New Jersey 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.

### EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover the following or conditions other than leaks or leaks cause by:

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| <ol style="list-style-type: none"> <li>Improper workmanship in applying the GAFMC Roofing Materials or any other roof component.</li> <li>Roof maintenance or correction of conditions other than leaks.</li> <li>Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.</li> <li>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 non-GAFMC insulation or materials other than the GAFMC Roofing Materials specifically listed above; (c) infiltration or condensation of moisture through the walls, copings, building structure or surrounding materials;</li> </ol> | <ol style="list-style-type: none"> <li>(d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the GAFMC Roofing Materials including, but not limited to, exposure to grease and oil; or (f) failure of wood nailers to remain attached to the structure.</li> <li>Changes in the use of the building unless approved in writing in advance by GAFMC.</li> <li>For any asphaltic roofing system, conditions that prevent positive drainage or areas of roof which pond water.</li> <li>Any condition (e.g., base flashing height or lack of counterflashing) that is not in strict accordance with GAFMC's application and specification manual.</li> </ol> |
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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 GAFMC 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 GAFMC 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.

### TRANSFERABILITY/ASSIGNABILITY

This limited warranty may be transferred or assigned only **ONCE**. The second owner must notify GAFMC in writing within 60 days after the property transfer has occurred and pay a fee of of \$250 for any 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 GUARANTEES 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 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 and 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 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.

This warranty is not to be copied or reproduced in any manner. This warranty is applicable only in the U.S.A. and must have a raised seal affixed to be valid. This GAFMC limited warranty applies to products installed after January 1, 2008.