

**EverGuard[®] Diamond Pledge[™]
NDL Roof Guarantee (Canada)
(COMTS716)**

Updated: 3/14



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



EverGuard® DIAMOND PLEDGE™ NDL ROOF GUARANTEE (CANADA)

No. _____



OWNER: _____ PERIOD OF COVERAGE: _____ YEARS

NAME AND TYPE OF BUILDING: _____

ADDRESS OF BUILDING: _____

ROOF SPECIFICATION: _____ AREA OF ROOF: _____ SQUARES

APPLIED BY: _____

DATE OF COMPLETION: _____ GUARANTEE EXPIRATION DATE: _____

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, U.S.A. or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500 U.S. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411).
- Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; or (f) use of materials that are incompatible with the GAF Roofing Materials.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
- Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F.
- Any condition (e.g., base flashing height or lack of counter flashing) that is not in accordance with GAF's published application instructions or any deviation or modification from any published specification, unless specifically authorized by a GAF Field Services Manager or Director in writing.

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. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

This guarantee **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 may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500 U.S. This guarantee is **NOT** otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE 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 OR MERCHANTABILITY AND FITNESS FOR PURPOSE. This written guarantee is your exclusive warranty from GAF and represents the sole remedy available to any owner of GAF's roofing products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEE, OR WARRANTY** 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 OF THE BUILDING, which include mold growth, whether for breach of this guarantee, negligence, strict liability in tort, or for any other cause.**

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, U.S.A. This guarantee shall be governed by the laws of the State of New Jersey, U.S.A. without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: This guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This guarantee must have a raised seal to be valid.

GAF
1361 ALPS ROAD
WAYNE, NJ 07470, U.S.A



By: _____
Authorized Signature Date



EverGuard® Diamond Pledge™ NDL Roof Guarantee (Canada) With True “Edge-To-Edge” Coverage

Important Information On Your Guarantee Coverage...

Congratulations on selecting a GAF EverGuard® Diamond Pledge™ NDL Roof Guarantee. GAF is proud to provide you with extraordinary guarantee coverage for your new roofing system.

- The EverGuard® Diamond Pledge™ NDL Roof Guarantee provides you with comprehensive system protection so that if your new GAF roofing system leaks from a manufacturing defect or workmanship error, the costs of repair are 100% covered (see your *EverGuard® Diamond Pledge™ NDL Roof Guarantee* for complete coverage and restrictions).

With this extraordinary coverage you may also be eligible for up to 25% additional duration of coverage with the WellRoof® Guarantee Extension.¹

First, let's understand the responsibilities of ownership...

- It's common sense... if you own something and you want it to perform, you have to maintain it. After all, you wouldn't expect...
 - a smoke alarm to go off with a dead battery
 - your furnace to perform efficiently if you never changed the filter
 - your car to run if you never changed the oil

Your new roof is no exception.

Simply put... maintenance is a responsibility of ownership. Without basic maintenance, your assets will diminish in value. With basic maintenance, you can preserve them and enjoy years of reliable service.

Your new roof is protected by the extraordinary EverGuard® Diamond Pledge™ NDL Roof Guarantee coverage, plus you may be eligible for the added benefits of...

- Up to 25% of additional duration... with the WellRoof® Guarantee Extension¹

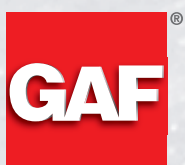
GAF is so committed to helping you maintain your asset and **keeping your guarantee in effect**, we've put together a program designed to help reduce the risk of the unexpected expense and unnecessary disruption that may occur if your roof leaks.

The WellRoof® Guarantee Extension can add up to 25% additional duration to your EverGuard® Diamond Pledge™ NDL Roof Guarantee coverage, when you maintain your roof with the services of a **GAF Certified Maintenance Professional**.

Protect your asset and get longer protection from your guarantee with the WellRoof® Guarantee Extension and a maintenance program you can trust, executed by a GAF Certified Maintenance Professional. Call 1-800-ROOF-411 or visit gaf.ca for information about a Certified Maintenance Professional in your area.

Need more info on saving money with a roof maintenance program? See the WellRoof® Brochure at gaf.ca.

¹ See the *WellRoof® Guarantee Extension* for complete coverage and restrictions.



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