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

Updated: 3/14

GAF®
Quality You Can Trust…From North America’s Largest Roofing Manufacturer!”
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:

1. Installation, misapplication, handling, processing, or use, in whole or in part, of the GAF Roofing Materials, any GAF equipment, roof accessories, or supplies, and the guarantee charge has been paid to GAF.

2. 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.

3. 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 cracking of any non-GAF insulation or materials; (c) improper installation or modification of moisture through the roof such as a lack of coatings, 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 repair or repairs.

4. Traffic of any nature on the roof or walking on the roof which has not applied in accordance with GAF’s published application instructions.

5. Blisters in the GAF Roofing Materials that have not resulted in leaks.

6. 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.

7. Exposure to high temperature conditions; however, for systems utilizing EverGuard Extreme™ TPO membrane, exposure in excess of 190°F is allowable.

8. Any condition (e.g., base flashing height or lack of counter flashing) that is not in accordance with GAF’s published application instructions.

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 of the 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 the owner of GAF’s roofing products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES, OR GUARANTEES OF ANY KIND other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OF THE BUILDING, which may affect the integrity or watertightness of the roof.

LIMITATION OF DAMAGES

GAF cannot be held liable for any damages that may result from the failure of the guarantee, negligence, strict liability, or other cause.

LEGAL PROVISIONS

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 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

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.

GAF
1361 ALPS ROAD
WAYNE, N.J. 07470, U.S.A.

© 2014 GAF • 3/14 • #242

CERTIFIED CONSTRUCTORS & WARRANTIES FOR CANADA

by:

AUTHORIZED SIGNATURE

Data

COMTS716
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 WellRoo® Guarantee Extension.

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 WellRoo® Guarantee Extension

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 WellRoo® 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 WellRoo® 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 WellRoo® Brochure at gaf.ca.

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

GAF
Quality You Can Trust…From North America’s Largest Roofing Manufacturer!