



GAF Pavement Coatings: 1-Year Limited Warranty

THE WARRANTY

GAF warrants to you that products sold under the DuraShield brand (the "Products") will not contain a manufacturing defect that adversely affects performance for one year following the completion of installation on a sound pavement substrate, in accordance with the published application instructions for them and as long as the Products were installed during the shelf life set forth on the product label or container.

EXCLUSIVE REMEDY

The sole responsibility of GAF for breach of this limited warranty is to provide replacement material for that portion of the Products that peel, delaminate, or show abnormal wear, or at the sole option of GAF the cash value of said Products. Decisions as to the extent of replacement material required will be made solely by GAF. The remedy under this Limited Warranty is available only for that portion of the Products actually peeling, delaminating, or showing excessive water at the time of settlement. The replacement Products, as well as any remaining original Products, will be warranted only for the remainder of the original warranty period. **MAXIMUM LIABILITY** of GAF is the original cost of the Products only.

NOTIFICATION OF CLAIM

In order to report a claim you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054 — and provide proof of purchase and proof of application date (and for original owners, 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 documenting the condition. You should retain this document as well as the proof of purchase and lot numbers from the packaging for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This Limited Warranty does NOT cover damage to the Products resulting from anything other than an inherent manufacturing defect in the Products, including but not limited to:

1. Faulty application or application that is not in strict accordance with GAF published application instructions such as improper preparation of the surface or inadequate provisions for curing prior to the surface being opened for use.
2. Exposure of the Products to damaging substances, such as chemical ice deterrent.
3. Settlement, movement, cracks, defects, or other failure of the pavement or surface over which the Products were applied.
4. Defects in the design or suitability of the pavement or surface over which the Products were applied.
5. Causes beyond normal wear and tear, such as unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, ice, tornados, and earthquakes, inordinate damage caused by heavy-weight traffic, machinery or equipment, and damage caused by tree roots.
6. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like including vandalism, tire scuffing, landscaping, snow removal equipment, and studded or traction tires.

No representative, employee, or agent of GAF, or any other person, has any authority to assume for GAF any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF specifications used in the application of your GAF Pavement Coatings unless approved in writing by an authorized GAF Field Services Manager or Director.

This Limited Warranty MAY BE SUSPENDED OR CANCELLED IF THE STRUCTURE OR SURFACE IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE.

NON-ASSIGNABILITY

This Limited Warranty is NOT TRANSFERABLE OR ASSIGNABLE 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 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or 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 limitations on or the exclusion of incidental or consequential damages, so the above limitations 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.

EFFECTIVE DATE

This Limited Warranty is effective for Products installed within the United States, Canada, and Mexico after February 1, 2021.

