



Timberline Solar™ Stager 6-Month Limited Warranty

THE WARRANTY

GAF Energy ("GAF") warrants to you that the Timberline Solar™ Stager (the "Product") will not contain a manufacturing defect that adversely affects performance for six (6) months following acceptance of delivery of the Product by the customer.

EXCLUSIVE REMEDY

In the event that the Product contains a manufacturing defect that adversely affects performance within the warranty term, the sole responsibility of GAF is to provide a replacement Product or, at the sole option of GAF, the cash value of the Product. Replacement Products will be warranted only for the remainder of the original warranty period. The MAXIMUM LIABILITY of GAF is the original cost of the Product only.

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 — within **30 days** after your discovery of the problem. **NOTE:** Notice to your 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, proof of purchase and/or photographs of the reported problem documenting the condition. You should retain this document, as well as the proof of purchase from the packaging for your records in the event you need to file a claim.

EXCLUSION 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 or operating instructions such as improper attachment to the roofing deck or improper storage.
2. Exposure of the Products to damaging substances.
3. Causes beyond normal wear and tear, such as inordinate damage caused by improper use or storage.
4. Impact of foreign objects or physical damage caused by intentional or negligent acts, accidents, misuse, abuse or the like including vandalism.

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 GAF officer.

This Limited Warranty MAY BE SUSPENDED OR CANCELED IF THE PRODUCT 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. 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, unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, 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.

CLAIMS: WHAT YOU MUST DO

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an email to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You will be required to provide proof of the date your Timberline Solar™ System was installed and that you were the owner of the property at that time (or that the warranty was properly transferred to you). You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your Timberline Solar™ System components before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your Timberline Solar™ System components before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, or dealer is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

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 Timberline Solar™ System components. 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 jurisdiction. 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 Timberline Solar™ System components or to this limited warranty.

EFFECTIVE DATE

The Limited Warranty is effective for Products sold in the U.S. after August 15, 2022.

By: _____
Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

Visit gaf.com

©2022 GAF • SM050-0822

We protect what matters most™

