

GAF REWARDS CANADA TERMS AND CONDITIONS

Last updated: May 10, 2023

These GAF Rewards Canada Terms (these “**Terms**” or the “**Agreement**”) are a legal agreement governing your access to and use of the GAF Rewards Canada Portal (the “**Rewards Portal**”) and your participation in the GAF Canada Rewards Program (the “**Program**”) offered by GAF Canada ULC and its direct and indirect subsidiaries (collectively, “**GAF**,” “**we**,” “**our**,” or “**us**”) pursuant to which you can receive GAF Rewards Points (“**Points**”) by purchasing qualifying GAF products as described herein. The parties to these Terms are you and GAF. As used in these Terms, “**Portal Account**” means the account for you to access and use the Rewards Portal. All references to “**you**” and “**your**” in these Terms refer to the entity identified in the Program registration form).

Your access to, use of, and receipt of the Rewards Portal and your participation in the Program are subject to these Terms and the [GAF Privacy Policy](#) (the “**Privacy Policy**”). It is important that you carefully read and understand these Terms and the Privacy Policy. By clicking the “AGREE” button, or using any other mechanism to agree to these Terms, or by accessing, using, or receiving the Rewards Portal or participating in the Program, effective immediately you are bound by and agree to comply with these Terms and you consent to GAF’s handling of information, including, but not limited to, Data (as defined below), as described in the Privacy Policy. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CONSENT TO GAF’S HANDLING OF INFORMATION AS DESCRIBED IN THE PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER MECHANISM, OR TO ACCESS, RECEIVE, OR USE THE REWARDS PORTAL OR PARTICIPATE IN THE PROGRAM.

GAF reserves the right to change or modify these Terms, in whole or in part, at any time and in its sole discretion. Any changes or modifications will be effective immediately and will be posted to gaf.com/rewardscanada so please check back from time to time. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the Program following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you must stop accessing and participating in the Program. The “Last updated” date at the top of these Terms will be updated to reflect any changes or modifications to these Terms.

Your use of the Rewards Portal and the Program are not subject to the General Terms and Conditions governing the GAF Partner Portal.

Notice Regarding Dispute Resolution: These Terms contain provisions that govern Claims (as defined below) you and GAF have against each other and how they will be resolved (see Sections 7 (Release and Indemnification), 8 (Disclaimer of Warranty), 9 (Limitation of Liability), and 12 (Governing Law; Venue; Disputes Between the Parties) below).

1. THE PROGRAM

1.1 Eligibility. The Program is only open to professional roofing contractors, builders, and remodeling companies with a legal place of business in Canada. Employees of GAF, its affiliates, and companies owned by employees of GAF or its affiliates are not eligible to participate in the Program. Without limiting the foregoing, distributors and retailers of GAF products and their employees are not eligible to participate in the Program. You may only create and access a Portal Account, access and use the Rewards Portal, and participate in the Program if you meet the requirements set forth in this Section 1.1, and we have not informed you that you are prohibited from creating an account. Only one Portal Account per company is permitted. All eligibility determinations for the Program will be made by GAF in its sole discretion.

1.2 Account Administrator. The individual who creates a Portal Account and accepts these Terms on your behalf represents and warrants that such individual has authority to bind your entity to these Terms, and by agreeing to these Terms, such individual does so on your entity's behalf. Such individual, hereinafter the "Administrator." The Administrator has the authority to make all Program related decisions on your behalf and has full access and control over your Portal Account and your Rewards Card (as defined below). You represent and warrant that the Administrator has reached the age of majority in their jurisdiction of residence and is authorized by you to create and manage your Portal Account, manage your Rewards Card and make all Program related decisions on your behalf. You may change the Administrator or update your Portal Account information by calling 877-423-7663, Option 2 or emailing gafrewards@gaf.com. GAF reserves the right to require additional information before making such changes. In no case is GAF responsible for the unauthorized use or misuse of your Portal Account or your Rewards Card.

1.3 Qualifying Products. A complete list of qualifying GAF products is available at gaf.com/rewardscanada. Qualifying products may change from time to time, and it is your responsibility to review the list of qualifying products before you make a purchase.

1.4 Earning Points. You can earn a standard percentage back in the form of Points for every dollar you spend on purchases of qualifying GAF products, excluding sales tax, shipping and handling fees, discounts, returns and refunds. Points earned for a qualifying purchase that is returned or canceled may be deducted from your Program Account. The standard percentage back in Points that you can earn is available at gaf.ca/rewardscanada. The percentage may change from time to time, and it is your responsibility to review the percentage before you make a purchase.

To make a claim for Points, login to your Portal Account, click the "Submit Invoice" tab and follow the instructions for submitting your proof of purchase. Your proof of purchase must be received within 90 days of the purchase date. If your claim for Points is approved, the Points will be posted to your Program Account. If your claim for Points is not approved, the Administrator will be notified via email. Allow 10 business days for claim processing. Always keep copies of your proof of purchase for your records.

POINTS DO NOT CONSTITUTE PROPERTY OF YOURS OR OF THE ADMINISTRATOR. POINTS HAVE NO CASH VALUE. POINTS MAY NOT BE BOUGHT, SOLD, AUCTIONED, TRADED, BARTERED, COMBINED, ASSIGNED, CONVEYED, OR TRANSFERRED, UNLESS EXPRESSLY AUTHORIZED BY GAF IN ITS SOLE DISCRETION. THE PROGRAM IS VOID WHERE PROHIBITED BY LAW.

1.5 Bonus Points. We may offer you the opportunity to earn bonus Points through special promotions (each, a "Special Promotion"). Special Promotions offered in connection with the Program are subject to additional terms and conditions ("Special Promotion Terms"). Such Special Promotion Terms shall form part of these Terms for all purposes of such Special Promotion. To the extent that there

is any conflict between Special Promotion Terms and another portion of these Terms, the Special Promotion Terms will control in any matter relating to the applicable Special Promotion.

1.6 Reloadable Prepaid Card. After your first claim for Points is approved, a reloadable prepaid card (“Rewards Card”) will be issued in the Administrator’s name and mailed to the address associated with your Portal Account. Points earned and posted to your Portal Account will automatically be loaded onto the Rewards Card within 45 days of posting to your Portal Account. You will receive \$1 CAD per Point less any applicable fees. The Administrator will be notified by email each time funds are loaded onto the Rewards Card. Rewards Cards are issued by a third party and your use of the card, expiration of the card, and fees associated with the card are governed by the cardholder agreement provided with the Rewards Card. GAF does not endorse, is not responsible or liable for, and makes no representations or warranties of any kind whatsoever as to any third party provider of Rewards Cards or any aspect of the Rewards Cards including, without limitation, any damage or loss caused or alleged to be caused by or in connection with your relationship with a third party provider of Rewards Cards or your use or receipt of a Rewards Card. GAF will not be responsible or liable for any aspect of the relationship between any third party provider of Rewards Cards and you.

1.7 Credit and Deduction of Points. You are responsible for ensuring that Points are properly credited to and deducted from your Portal Account. Any claim for Points not credited to your Portal Account must be received by GAF within ninety (90) days of the date on which the relevant claim was initially submitted. Any claim for Points incorrectly deducted from your Portal Account must be received by GAF within ninety (90) days of the date on which the Points were deducted. GAF will review such claims and will determine in its sole discretion if Points were not credited to or were incorrectly deducted from your Portal Account. GAF reserves the right to require information such as copies of your proof of purchase or any other information that GAF deems relevant. If GAF determines in its sole discretion that it failed to credit Points or incorrectly deducted Points from your Portal Account, your sole and exclusive remedy shall be us issuing to your Portal Account the Points not credited to or incorrectly deducted from your Portal Account, if your Portal Account still is open. GAF reserves the right to deduct Points from your Portal Account at any time if it determines that Points were improperly credited to your Portal Account.

1.8 Audit. GAF may audit your Portal Account and/or any claim for Points submitted at any time to ensure compliance with these Terms. GAF may require additional information to verify a claim. GAF may delay the processing of claim for Points or suspend your Portal Account pending completion of an audit.

1.9 Term. These Terms shall remain in full force and effect and continue until they or your participation in the Program is terminated or canceled as provided in these Terms.

1.10 Termination from Program. If GAF determines in its sole discretion that you or the Administrator violated these Terms, engaged in fraudulent activity, or misused the Program in any way, GAF may terminate you from the Program immediately without notice.

1.11 Closing your Portal Account. If you no longer wish to participate in the Program, please call 877-423-7663, Option 2 or email gafrewards@gaf.com to close your Portal Account. Closing your Portal Account will result in the immediate termination of these Terms.

1.12 Discontinuation of Program. Subject to applicable law, GAF reserves the right to discontinue the Program, in whole or in part, for convenience by providing at least three months' notice to you.

1.13 Effect of Termination/Discontinuation of Program. Upon termination of these Terms for any reason, including closing your Portal Account, or upon discontinuation of the Program for any reason, all Points in your Portal Account will be forfeited without any obligation or liability by GAF, and Sections 1.2, 1.7, 1.8, 1.13, 1.14, 3, 4, 5, 6.2, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive such termination or discontinuation. In the event we terminate you from the Program pursuant to Section 1.9.2, any funds available on your Rewards Card may be canceled without any obligation or liability by GAF. Any termination of these Terms or discontinuation of the Program is without prejudice to any other rights and remedies available to GAF at law or in equity, including, without limitation, repayment of any amounts provided on your Rewards Card in connection with this Program if you or the Administrator violated the Terms, engaged in fraudulent activity, or misused the Program in any way.

1.14 Tax. All federal and state/provincial income tax and other tax liability resulting from your participation in the Program and/or receipt of Program benefits, such as receiving Points and funds on a Rewards Card, is your sole responsibility.

2. REWARDS PORTAL

2.1 Portal Account. It is your sole responsibility to maintain the currency, completeness, and accuracy of the information you provide to us relating to your Portal Account and the Program, and any loss caused by your failure to do so is your sole liability. It is entirely your responsibility to maintain the confidentiality of all login credentials, including usernames and passwords, for your Portal Account. You are entirely responsible for any and all activities that occur under your Portal Account. Your Administrator's acts and omissions will be deemed yours, and you will ensure that they take no action that causes you to breach this Agreement. You shall notify GAF immediately of any unauthorized access to or use of your Portal Account or Rewards Card. GAF is not liable for any loss that you may incur as a result of someone else using or misusing your Portal Account or funds available on your Rewards Card, either with or without your knowledge. GAF can terminate your Portal Account, or place such account on hold, or suspend service, for maintenance or if GAF feels doing so is appropriate in order to protect you, GAF, or GAF's partners, or others from identity theft or other fraudulent or harmful activity, but GAF is not obligated to do so. You acknowledge and agree that GAF and its designees may from time to time access your Portal Account as an administrator and access any content, for any lawful purpose.

3. COMPLIANCE WITH LAWS. You shall comply, and shall cause your Administrator to comply, at all times with all laws relevant or applicable to your businesses, your access to, receipt of, and use of the Rewards Portal, the Program, and your other obligations under these Terms. If we or another person notify you of any non-compliance with your obligations under these Terms, you will remedy any such non-compliance.

4. DATA

4.1 Representations, Warranties, and Covenants. You represent, warrant, and covenant to GAF that (a) all Data is, and shall be, true, complete, and accurate in all respects; (b) you have all necessary rights, licenses, approvals, consents, and authority to transmit, upload, submit, enter, input, and otherwise provide all Data before doing so; and (c) it is your responsibility to verify and maintain the currency, completeness, and accuracy of Data, and in the event any Data changes, you shall promptly notify GAF of such changes. "Data" means all data, content, information, and other materials of any

nature whatsoever (including, without limitation, any and all metadata and all information about an identifiable individual (“Personal Information”), embodied in any medium (i) provided or submitted by, or on behalf of, you or any third party in connection with these Terms, the Rewards Portal, the Program or otherwise, including, but not limited to, information regarding you, your organization and your Administrator; or (ii) otherwise transmitted, received, used, collected, generated, uploaded, stored, hosted, or otherwise processed by, or on behalf of, GAF in connection with the Rewards Portal or the Program, whether such data, content, information, or other materials are received directly from, or on behalf of, you or any third party. Without limiting the foregoing, you shall provide all necessary notices, obtain all necessary consents and otherwise have all necessary authority before you provide or make available any Personal Information to GAF for the purposes of administering your participation in the Program.

4.2 Disclosure and Sharing by GAF. Without limiting any provisions in the Privacy Policy, you hereby expressly permit GAF to transfer or otherwise share Data with third parties as necessary to facilitate your enablement and use of the Rewards Portal, Rewards Card and participation in the Program, including, without limitation, verifying requests for Points and to otherwise exercise GAF’s rights under these Terms. GAF is not responsible for any disclosure, modification, or deletion of Data whatsoever resulting from access by such third parties.

5. NOTICES. You agree that all agreements, notices, disclosures, payment, or renewal notifications, and other communications that GAF provides to you electronically (such as through email or posting in the Rewards Portal) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You agree to keep your contact information, including, but not limited to, email address, current. Except where otherwise specified in this Agreement, all notices or other communications required or permitted under this Agreement will be in the English language, in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Except where otherwise specified in these Terms, notices for GAF must be sent to 1 Campus Drive, Parsippany, NJ 07054, Attention: Vice President, Certified Program & Services, with a copy to GAF’s General Counsel at the same address.

6. ACCESS, OWNERSHIP; UPDATES

6.1 Access Right. Subject to these Terms, GAF grants you a non-exclusive, non-transferable right, without right of sublicense, during the period you are eligible to participate in the Program, to access and use the Rewards Portal solely for your internal use in connection with your business. GAF has no responsibility whatsoever to furnish any maintenance and support services with respect to the Rewards Portal.

6.2 Ownership by GAF. Subject to applicable law, GAF has and shall have all right, title, and interest in and to the (a) Rewards Portal; (b) Program; (c) Data; (d) all output that is generated as a result of or in connection with your use of the Rewards Portal and participation in the Program; and (e) all data, content, information, and other materials derived from (a), (b), (c); and/or (d) ((a) through (e), (collectively, “GAF Property”), and except for the limited rights expressly granted in these Terms, nothing contained in these Terms shall be construed to convey to you any right, title, or interest in or to any of the GAF Property. You shall take all reasonable steps to protect the GAF Property from unauthorized copying or use. All rights related to the GAF Property that are not expressly granted to you under these Terms are reserved by GAF. The limited rights granted to you to the GAF Property under these Terms may not be sold, resold, assigned, leased, rented, sublicensed, or otherwise transferred, or made available for use by third parties, in whole or in part, by you without GAF’s prior written consent in each

instance, and any attempt to do so shall be void. You acknowledge that the GAF Property contains proprietary trade secrets of GAF and that the GAF Property is protected by intellectual property law (including that of the United States and Canada) and international treaty provisions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on any of the GAF Property without the prior written consent of GAF.

6.3 Updates. GAF may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to the Rewards Portal (“Updates”). GAF may develop and provide Updates in its sole discretion and you agree that GAF has no obligation to develop any Updates. Updates may be automatically installed without providing you any additional notice or receiving any additional consent. You agree to the automatic installation of all Updates. The Rewards Portal (including any Updates) may: (a) cause your device to automatically communicate with our servers to deliver the functionality described in this Agreement or through new features as they are introduced, and to record usage metrics; (b) affect preferences or data stored on your device; and (c) collect Personal Information as set out in our Privacy Policy. You can withdraw consent at any time under certain conditions by contacting us at privacy@gaf.com. Once provided to you by GAF, all Updates will be deemed to be included within the meaning of the Rewards Portal.

7. RELEASE AND INDEMNIFICATION. You, on your own behalf and on behalf of the Administrator hereby release and discharge GAF, each provider of any portion of the Rewards Portal and the Program, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the “**GAF Parties**”) from, and agree that the Administrator and you shall waive and not assert any Claim (as defined below) against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your business operations and your Administrator’s and your acts and omissions, whether in connection with your businesses, these Terms, the GAF Property (including, without limitation, the Program), or otherwise; (b) the Program and the Rewards Portal; (c) all decisions your Administrator and you make based on your access to, use of, and receipt of the GAF Property (including, without limitation, your participation in the Program); (d) Data; (e) any and all activities that occur under your Portal Account, including, without limitation, any loss that you may incur as a result of someone else using your passwords or your Portal Account, either with or without your knowledge; (f) your Administrator’s and your mobile devices and networks; and (g) violations of any Data Protection Laws or other legal requirements by you or the Administrator ((a) through (g) (inclusive), collectively, the “**Release**”). You shall immediately notify GAF of and indemnify and hold harmless the GAF Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges of any kind (including, but not limited to, reasonable fees and expenses of attorneys) suffered or incurred by any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any Claim brought by the Administrator, you, or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (i) any matter covered by the Release; and (ii) your Administrator’s or your breach of these Terms. “Claim” means any cause of action, complaint, allegation, assertion, claim, demand, audit, investigation, inquiry, proceeding, hearing, arbitration, lawsuit, or other action of any kind.

8. DISCLAIMER OF WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OR PROHIBITED BY APPLICABLE LAW, THE GAF PROPERTY IS PROVIDED “AS IS” AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO YOUR USE, AND THE PERFORMANCE, OF THEM IS WITH YOU. SHOULD THE GAF PROPERTY PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR THEIR SERVICING AND/OR REPAIR. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAF PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE GAF PROPERTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE. THE GAF

PARTIES DO NOT WARRANT THAT THE GAF PROPERTY WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT THEIR OPERATION OR YOUR USE OF THEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT ERRORS IN THEM CAN OR WILL BE CORRECTED, OR THAT DATA AND CONTENT PRESENTED BY THEM, OR OTHERWISE DERIVED FROM YOUR USE OF THEM, OR CONTAINED OR MADE AVAILABLE WITHIN THEM WILL BE ACCURATE, COMPLETE, OR RELIABLE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DECISIONS YOU MAKE BASED ON YOUR ACCESS TO, RECEIPT OF, AND USE OF THE GAF PROPERTY, INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM AND ANY INFORMATION OR CONTENT YOU HAVE ACCESS TO OR RECEIVE IN CONNECTION THEREWITH. INFORMATION TRANSMITTED OVER THE INTERNET OR STORED ON SYSTEMS REACHABLE FROM THE INTERNET IS INHERENTLY INSECURE, AND THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE GAF PROPERTY OR THE INFORMATION OR CONTENT TRANSMITTED TO OR BY THEM, WHETHER SUCH INFORMATION OR CONTENT IS TRANSMITTED TO YOUR MOBILE DEVICE OR NETWORK, OR OTHERWISE. THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OR USABILITY OF ANY SECURITY MEASURES FOR THE GAF PROPERTY OR THAT THEY WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO GAF PARTY SHALL HAVE RESPONSIBILITY OR LIABILITY FOR ANY LOSS CAUSED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RESULTING TO YOUR MOBILE DEVICE OR NETWORK. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO GAF TO GRANT THE RIGHTS CONTAINED IN THIS AGREEMENT AND TO PROVIDE YOU WITH ACCESS TO AND USE OF THE GAF PROPERTY (INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM).

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE RELEASE, WARRANTY DISCLAIMER, AND OTHER RELEASES AND DISCLAIMERS IN THIS AGREEMENT, IN NO EVENT SHALL (A) ANY GAF PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE GAF PROPERTY (INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM), EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF ALL GAF PARTIES FOR ANY NON-EXCLUDED DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE GAF PROPERTY (INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN THE PROGRAM) EXCEED \$100 CAD. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY OF ANY KIND AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

10. EXCLUSIONS. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers, limitations, and exclusions may not apply to you. To the extent that a GAF Party may not, as a matter of applicable law, disclaim any warranty, or limit or exclude any liability, the scope and duration of such warranty and the extent of the GAF Party's liability shall be the minimum permitted under such applicable law.

11. SECURITY MEASURES. The GAF Property may contain technological measures (the "Security Measures") designed to prevent certain kinds of unauthorized or illegal use of them. However, GAF cannot, and does not, guarantee that unauthorized third parties will not be able to defeat the Security Measures. You acknowledge and agree that GAF may also use the Security Measures and other lawful measures to verify your compliance with the terms of this Agreement and enforce GAF's rights under this Agreement, including, without limitation, GAF's intellectual property rights in and to the GAF Property.

12. GOVERNING LAW; VENUE; DISPUTES BETWEEN THE PARTIES.

12.1 Governing Law; Venue. This Agreement, and any Claims arising out of, relating to, or concerning this Agreement and the discussions contemplated hereby, shall be interpreted and construed under the substantive laws of Ontario and the federal laws of Canada applicable therein. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Each party hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts located in Toronto, Ontario, Canada for any Claims (and each party agrees not to commence any Claim relating thereto except in such courts). Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of the venue of any Claim arising out of this Agreement, in the courts located in Toronto, Ontario, Canada, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

12.2 Disputes Between the Parties. To the extent permitted by applicable law, any Claim that you may have against us must be brought within two (2) years of the date such Claim first accrued. ALL CLAIMS MUST BE BROUGHT IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR SIMILAR, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AND GAF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. MISCELLANEOUS. This Agreement is the entire agreement between you and GAF with respect to, and supersedes any previous oral or written communications or documents concerning, the subject matter of this Agreement. In the event any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure by GAF to prosecute any right with respect to a default hereunder will not constitute a waiver by GAF or the right to enforce rights with respect to the same or any other breach. All GAF Parties are intended third party beneficiaries of this Agreement and, upon your acceptance of this Agreement, all GAF Parties will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Subject to the preceding sentence, this Agreement is between you and GAF and there are no third party beneficiaries. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. During the term of this Agreement and after its termination for any reason, you will not make any false, misleading, or disparaging statements about GAF or any of its competitors to any customers or consumers, or potential customers or

consumers, of GAF's products, GAF's vendors or potential vendors, the media, or any other person or entity.

14. LANGUAGE. The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.