

# TopCoat® Canadian Emerald Pledge Restoration NDL Warranty

Warranty

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*Quality You Can Trust Since 1886...  
From North America's Largest Roofing Manufacturer™*



No. \_\_\_\_\_



## CANADIAN EMERALD PLEDGE RESTORATION NDL WARRANTY

TYPE OF WARRANTY: \_\_\_\_\_ PERIOD OF COVERAGE: \_\_\_\_\_ YEARS

OWNER: \_\_\_\_\_

NAME AND TYPE OF BUILDING: \_\_\_\_\_

ADDRESS OF BUILDING: \_\_\_\_\_ AREA OF ROOF: \_\_\_\_\_ SQUARES

APPLIED BY: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

### LIMITED WARRANTY

GAF Materials Corporation ("GAFMC") warrants to the original owner that, subject to the conditions and limitations of this limited warranty, the GAFMC roofing materials (the "TOPCOAT® Materials") will withstand ordinary wear and tear by the elements and will be free of manufacturing defects which affect their ability to maintain the roof in watertight condition during the warranty period, which starts at the date of completion of the roof.

### CONDITIONS TO WARRANTY COVERAGE

1. Contractor: The TOPCOAT Materials must be installed by a GAFMC Authorized Roofing Contractor in accordance with current published specifications.
2. Maintenance: The owner must exercise prudence in the care of the roof system and must follow the GAFMC Maintenance Program as provided with this warranty.
3. Buildings: Cannot have high internal humidity or be used as freezer buildings or for cold storage.
4. Registration: Project is registered in accordance with GAFMC registration requirements.

### GAFMC'S LIABILITIES

GAFMC'S sole responsibility for breach of this limited warranty is to repair that portion of the TOPCOAT Materials that contains manufacturing defects that have resulted in a roof leak or deterioration caused by ordinary wear and tear by the elements that have resulted in a roof leak. Repair or replacement of the roof deck, substrate, or other roof components used in conjunction with the TOPCOAT Materials is NOT included. There is no dollar limit on covered repairs.

### NOTIFICATION OF CLAIMS

In the event of a leak resulting from a manufacturing defect or ordinary wear and tear by the elements, the building owner MUST notify GAF Materials Corporation Guarantee Services Group, 1361 Alps Road, Wayne, New Jersey 07470, U.S.A. in writing within 30 days after discovery of the leak. NOTE: Notice to the roofing contractor or distributor is NOT notice to GAFMC. The notice must include a copy of this warranty. GAFMC shall evaluate your claim and resolve it in accordance with this warranty within 60 days after notification of a leak.

### EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover lack of watertightness caused by any of the following:

1. Lack of roof maintenance or conditions other than leaks.
2. Damage to the TOPCOAT Materials resulting from causes beyond normal wear and tear such as; (a) unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados and earthquakes; (b) improper storage or handling of the TOPCOAT Materials; (c) excessive snow or ice.
3. Damage to the roof constructed with the TOPCOAT Materials due to; (a) movement or cracking of the roof deck or building; cracking or failure of the substrate; (b) improper installation or failure of any non-TOPCOAT products including, but not limited to nailers; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil.
4. Changes in the use of the building unless approved in writing in advance by GAFMC.
5. Traffic of any nature on the roof.
6. Conditions that prevent positive drainage or result from ponding water.
7. Any repairs, modifications or additions to the TOPCOAT Materials after the roof is completed, unless approved by GAFMC in writing in advance.
8. Any condition that is not in accordance with GAFMC's application instructions for the TOPCOAT Materials unless specifically accepted by GAFMC in writing.
9. Gutters or any damage to the TOPCOAT Materials caused by gutters.

No representative, employee, or agent of GAFMC, or any other person, has any authority to assume for GAFMC any additional or other liability or responsibility for GAFMC unless approved in writing by an authorized Guarantee Services Manager. GAFMC shall not be responsible for or liable for any change and/or amendment to the roof specifications in regard to the construction of the roof described above, unless the change and/or amendment to the specifications are approved in writing by an authorized GAFMC Guarantee Services Manager.

### NON ASSIGNABILITY

This limited warranty shall only accrue to and be for the benefit of the original owner named above and is NOT TRANSFERABLE OR ASSIGNABLE in any manner.

CANCELLATION OF THIS LIMITED WARRANTY WILL RESULT IF THE TOPCOAT MATERIALS ARE DAMAGED BY ANY CAUSE LISTED ABOVE AS AN EXCLUSION FROM COVERAGE SO AS TO AFFECT THE INTEGRITY OR WATERTIGHTNESS OF THE ROOF.

### LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS 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 OR MERCHANTABILITY AND FITNESS FOR PURPOSE. This written warranty is your exclusive warranty from GAF Materials Corporation and represents the sole remedy available to any owner of GAFMC's roofing products. GAFMC makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEE, OR WARRANTY of any kind other than that stated herein. GAFMC 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 and/or mold growth, whether for breach of this warranty, negligence, strict liability in tort or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

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, 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 Form is not to be copied or reproduced in any manner.

Certified contractors & warranties for Canada



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U.S.A.