

# TOPCOAT® 5-Year Limited Warranty

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

[www.gaf.com](http://www.gaf.com)



# 5 YEAR LIMITED WARRANTY

OWNER \_\_\_\_\_

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

ADDRESS OF BUILDING \_\_\_\_\_

AREA OF ROOF \_\_\_\_\_

SQ. FEET \_\_\_\_\_

SPECIFICATION \_\_\_\_\_

LINEAL FEET OF FLASHING \_\_\_\_\_

TYPE OF FLASHING \_\_\_\_\_

**ROOFING APPLICATOR:** \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE OF COMPLETION \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF EXPIRATION \_\_\_\_\_

## LIMITED WARRANTY

GAF warrants to you, the original owner of its TOPCOAT® roofing product(s), that GAF will reimburse you in accordance with this Warranty if your TOPCOAT® roofing product(s) contains a manufacturing defect that adversely affects its performance. This Warranty extends for 5 years starting at completion of proper installation. This Warranty terminates if the building is sold or transferred. This Warranty is in effect only for the products listed below.

## EXCLUSIVE REMEDY

For any portion of your TOPCOAT® products that allows leaking as a result of a manufacturing defect, GAF will provide you with replacement product, FOB Walpole, MA, USA, EXCLUDING labor and any costs involved with repairing or replacing the underlaying roof structure. Decisions as to the extent of repair or replacement required will be made solely by GAF. The remedy under this Warranty is available only for that portion of the TOPCOAT® products actually exhibiting defects at the time of settlement. The replacement TOPCOAT® membrane, as well as any remaining original TOPCOAT® products, will be warranted only for the remainder of the original Warranty period.

## EXCLUSIONS FROM COVERAGE

GAF will NOT be liable for and this Warranty does NOT cover:

1. Damages to your TOPCOAT® roofing product(s) resulting from anything other than an inherent manufacturing defect in your TOPCOAT® roofing product(s), such as:
  - a. Faulty application or application not in strict accordance with GAF's TOPCOAT® printed application instructions
  - b. Exposure of the TOPCOAT® roofing product(s) to damaging substances, such as chemicals, oils or solvents
  - c. Settlement, movement or defects in the building, walls, foundation, roof deck, or material used as a roof base over which the TOPCOAT® roofing product(s) were applied
  - d. Defects in the design of the building or roofing system, including inadequate drainage (ponding water)
  - e. Improper or inadequate maintenance of the roof
  - f. Any changes in the color of the TOPCOAT® roofing product(s), including, but not limited to, fading
2. Damage to the TOPCOAT® roofing product(s) resulting from causes beyond normal wear and tear such as:
  - a. Unusual weather conditions or natural disasters and acts of God, including, but not limited to, floods, lightning, hail, windstorms, tornados and earthquakes, or
  - b. Improper storage or handling of TOPCOAT® roofing products
3. Labor costs

## OWNER'S RESPONSIBILITIES

In the event of a leak caused by manufacturing defects or ordinary wear and tear, you must notify GAF in writing and provide proof of purchase and application date to establish that you are the original owner to: GAF, Contractor Services, 1361 Alps Road, Wayne, NJ 07470 within 30 days after your discovery of the leak. NOTE: Notice to your contractor or dealer 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 Warranty. GAF may require you to submit, at your expense, sample TOPCOAT® products for testing and photographs. You should retain this certificate as well as product name and lot numbers from the bucket for your records in the event you need to file a claim.

## NON-ASSIGNABILITY

The limited Warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.

## SOLE AND EXCLUSIVE WARRANTY

To the MAXIMUM EXTENT permitted by applicable law, THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available from GAF to any owner of TOPCOAT® products. GAF makes NO OTHER REPRESENTATIONS, WARRANTY, CONDITION, OR GUARANTEE of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING and/or mold growth, whether for breach of this Warranty, negligence, strict liability in tort, or for any other cause.

The Warranty shall be governed by the laws of the State of New Jersey, U.S.A., without regard to principles of conflicts of laws. The United Nations Convention on Contracts for the Sale of International Goods shall NOT apply either to the sale of the TOPCOAT® Materials or to this Warranty.

NOTE: Some jurisdictions do not allow limitations on how long an implied Warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions may not apply. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction.

## MODIFICATION OF WARRANTY

This Limited Warranty may not be changed or modified. No one, including any representative or employee of GAF, has authority to assume any additional liability or responsibility for GAF in connection with your TOPCOAT® Materials except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction.

## EFFECTIVE DATE

This Limited Warranty is effective for GAF TOPCOAT® Materials installed outside of the United States, Canada and Mexico after August 1, 2011.

## THE FOLLOWING PRODUCTS ARE COVERED BY THIS WARRANTY WHEN INSTALLED ON YOUR ROOF:

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> TOPCOAT® Membrane            | <input type="checkbox"/> FlexSeal             | <input type="checkbox"/> Sky-Lite              | <input type="checkbox"/> EPDM Coating             |
| <input type="checkbox"/> Liquid Fabric Flashing Grade | <input type="checkbox"/> FlexSeal LV          | <input type="checkbox"/> MB Plus Membrane      | <input type="checkbox"/> FireShield® MB Membrane  |
| <input type="checkbox"/> Flashing Grade               | <input type="checkbox"/> FlexSeal Caulk Grade | <input type="checkbox"/> Surface Seal Membrane | <input type="checkbox"/> FireShield® SB Membrane  |
| <input type="checkbox"/> Flashing Grade Spray         | <input type="checkbox"/> MP300                | <input type="checkbox"/> Precote               | <input type="checkbox"/> FireShield® EPDM Coating |
|   |   |  | <input type="checkbox"/> EnergyCote™              |

GAF, 1361 ALPS ROAD, WAYNE, NJ 07470 USA