

TopCoat®
Emerald Pledge™
No Dollar Limit Restoration Warranty

Warranty

Updated: 10/06



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



No. _____



EMERALD PLEDGE™ NDL RESTORATION 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 you, the original owner of the roof described above 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 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, Building 11, Wayne, New Jersey 07470, in writing within 30 days after discovery of 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 movement.
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 and Specifications Manual unless specifically accepted by GAFMC in writing.
9. Gutters or any damage to the TOPCOAT® Materials caused by gutters.
10. Improper workmanship in applying the TOPCOAT® Materials or any other roof component.

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.

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.

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.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAFMC, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAFMC be liable for CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior damage and mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this Guarantee 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 Guarantee 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 how long an implied warranty lasts 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.

Note: This form is not to be copied or reproduced in any manner. This warranty is valid only in the United States of America. This GAF MATERIALS CORPORATION limited warranty applies to TOPCOAT® Materials sold or installed after January 1, 2005.



**GAF MATERIALS CORPORATION
1361 ALPS ROAD BUILDING 11
WAYNE, NJ 07470**



Emerald Pledge™ “NDL” Restoration Warranty

GAF's Emerald Pledge™ Restoration Warranty provides you with comprehensive system protection so that if your roof membrane system leaks because of material defects, the costs of repair are 100% covered!

- **100% Coverage Against Material Defects...**
On virtually all TOPCOAT® membranes for 10 years
- **No Dollar Limit Watertightness Coverage...**
Includes material and labor costs for problems related to manufacturing defects which would affect the product's ability to maintain the roof in watertight condition
- **Less Hassles...**
No Inspection and no fees are required
- **More Benefits From TOPCOAT® ...**
 - Restores a sound roof system that is cosmetically deteriorated
 - Highly reflective coating will decrease building temperatures
 - Long-lasting protection
- **Your Best And Safest Choice...**
Backed by GAF Materials Corporation, North America's Largest Roofing Manufacturer—a billion dollar company

Eligibility Requirements for the Emerald Pledge™ NDL Restoration Warranty

- 1. Your roof restoration system must be installed by a GAF Certified Roofing Contractor.**
- 2. The roof restoration system must be applied according to TOPCOAT® Specifications.**
- 3. The roofer must follow GAF's procedures for warranty issuance, including pre - registration with GAF before roofing begins.**
- 4. You must use TOPCOAT® membranes.**



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