

**International Liquid-Applied  
Emerald Pledge™ Limited Warranty  
(COMCO152)**

Updated: 1/16



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



# INTERNATIONAL LIQUID-APPLIED EMERALD PLEDGE™ LIMITED WARRANTY

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



OWNER: \_\_\_\_\_ PERIOD OF COVERAGE: \_\_\_\_\_ YEARS

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

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

ROOF SPECIFICATION: \_\_\_\_\_ AREA OF ROOF: \_\_\_\_\_ SQUARES

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

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

## THE WARRANTY

GAF warrants to you, the original owner of the roof described above, that subject to the conditions and limitations of this limited warranty, **products sold under the UNITED COATINGS™, HYDROSTOP™, and TOPCOAT® brands (the "Products")** 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 for 10 years starting at the date of completion of the roof.

## CONDITIONS TO WARRANTY COVERAGE

- 1. Contractor:** The Products must be installed by a GAF-certified roofing contractor in accordance with the current GAF published application instructions.
- 2. Maintenance:** The owner must follow the GAF Maintenance Program provided with this limited warranty.
- 3. Registration:** The warranty must be registered in accordance with GAF registration requirements.

## GAF'S LIABILITY

GAF'S sole responsibility for breach of this limited warranty is to repair that portion of the Products that leaks as a result of a manufacturing defect or deterioration caused by ordinary wear and tear by the elements. Repair or replacement of the roof deck, substrate, or other roof components used in conjunction with the Products is **NOT** included. There is no dollar limit on covered repairs.

## NOTIFICATION OF CLAIM

In the event of a leak caused by a manufacturing defect or ordinary wear and tear through the Products, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** of the discovery of a leak either by email (preferred) at [guarantee@gaf.com](mailto:guarantee@gaf.com) or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, NJ 07054 USA, or GAF will have no responsibility for making repairs. **NOTE:** Notice to your contractor, distributor or any non-GAF employee 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, samples of your Products for testing and photographs. You should retain this document for your records in the event that you need to file a claim.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

## EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover any Products installed over cold storage or freezer buildings or buildings with high humidity conditions. This limited warranty does **NOT** cover conditions other than leaks or leaks caused by any of the following:

1. Improper workmanship in applying the Products or any other roof component.
2. Lack of roof maintenance.
3. Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
4. Damage to the roof constructed of the Products due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any materials used in any roof base or insulation or materials other than the Products; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials, except where high wall GAF waterproofing flashings are installed; (d) expansion or contraction of any counter-flashing or metal work; (e) chemical attack on the membrane including, but not limited to, exposure to grease and oil; (f) the failure of wood nailers to remain attached to the structure; or (g) use of materials that are incompatible with the Products.
5. Any changes in the color of the Products, including, but not limited to, fading.
6. Changes in the use of the building unless approved in writing in advance by GAF.
7. Conditions that prevent positive drainage or areas of roof that pond water. This exclusion does not apply if the Product used consists of Unisil or Unisil HS coatings.

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 Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF roof specifications used in the construction of your roof unless approved in writing by an authorized GAF Field Services Manager or Director.

This limited warranty **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY** any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

## NON-ASSIGNABILITY

The 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

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 OR 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 the 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 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, U.S.A.. 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.

The United Nations Convention on Contracts for the Sale of International Goods shall **NOT** apply either to the sale of the Products or to this warranty.

**NOTE:** 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. This limited warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

**NOTE:** This limited warranty becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the warranty charge has been paid to GAF.

This limited warranty must have a raised seal to be valid.

**GAF  
ONE CAMPUS DRIVE  
PARSIPPANY, NJ 07054 USA**

By: \_\_\_\_\_  
Authorized Signature Date

