

RHINO TOP 1-YEAR LIMITED WARRANTY

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North America's Largest Roofing Manufacturer!™*

gaf.com



RHINO TOP 1-YEAR LIMITED WARRANTY

THE WARRANTY

GAF warrants to you that United Coatings™ Rhino Top Smooth Coating and Rhino Top Textured Coating (the “Rhino Top”) will not contain a manufacturing defect that causes the Rhino Top to peel or delaminate, for a period of 1 year following installation in accordance with the applicable published application instructions and during the shelf life set forth on the product label or container.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Rhino Top and the installation is ongoing or (b) you are the original owner of the property on which the Rhino Top is installed and the installation is complete.

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

EXCLUSIVE REMEDY

In the event that any portion of the Rhino Top peels or delaminates, GAF’s sole responsibility is to provide replacement Rhino Top for that portion of Rhino Top that peels or delaminates as a result of a manufacturing defect, or at GAF’s sole option, the cash value of said Rhino Top. Decisions as to the extent of replacement Rhino Top required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the Rhino Top actually exhibiting manufacturing defects at the time of settlement. The replacement Rhino Top, as well as any remaining Rhino Top, will be warranted only for the remainder of the original warranty period. Repair or replacement of the substrate or materials other than the Rhino Top is **NOT** included. GAF’s MAXIMUM LIABILITY is the original cost of the Rhino Top only.

NOTIFICATION OF CLAIM

In order to report a claim, you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase and proof of application date (and for original owners, proof that you own the subject property) within **30 days** after your discovery of the problem. **NOTE:** Notice to your contractor or distributor 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 limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your Rhino Top for testing. You should retain this document as well as the proof of purchase and lot numbers from the packaging for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover conditions caused by any of the following:

1. Leaks.
2. Improper workmanship in applying the Rhino Top or any other component of the structure on which it is applied.
3. Lack of maintenance.
4. Unusual weather conditions or natural disasters, including, but not limited to, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
5. Damage due to (a) movement or cracking or other failure of the structure or building; (b) improper installation or failure of any materials used in any substrate over which the Rhino Top is installed or materials other than the Rhino Top; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the Rhino Top including, but not limited to, exposure to grease and oil; (f) use of materials that are incompatible with the Rhino Top; (g) improper preparation of the substrate over which the Rhino Top is installed; or (h) architectural, engineering, or design defects or flaws.
6. Changes in the use of the building unless approved in writing in advance by GAF.
7. Installation of the Rhino Top on a cold storage or freezer building or buildings with high humidity conditions.
8. Any condition that is not in strict accordance with GAF published application instructions.
9. Impact of foreign objects, including damage caused by objects blown by wind.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized GAF Field Services Manager or Director.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

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

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 unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by GAF, 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. Each party irrevocably consents to the jurisdiction of the above identified courts.

NOTE: Some states 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 state to state.

EFFECTIVE DATE

This limited warranty is effective for Rhino Top installed within the United States, Canada, and Mexico after January 1, 2018.

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054