

# International Liquid-Applied 5-Year Limited Warranty

OWNER OF BUILDING	GUARANTEE NUMBER
NAME OF BUILDING	PERIOD OF COVERAGE
ADDRESS OF BUILDING	DATE OF COMPLETION
AREA OF ROOF (SQUARES)	GUARANTEE EXPIRATION DATE
APPLIED BY	ROOF SPECIFICATION

#### LIMITED WARRANTY

GAF Materials LLC ("GAF") warrants to you, the original owner of the building described above, that products sold under the UNITED COATINGS", HYDROSTOP®, and TOPCOAT® brands (the "Products") will not contain a manufacturing defect that adversely affects their performance for five years following the completion of installation in accordance with the published application instructions for them and as long as the Products were installed during the shelf life set forth on the Product label or container.

### **EXCLUSIVE REMEDY**

For any portion of your Products that allows leaking as a result of a manufacturing defect, GAF will provide you with replacement Product, FOB Plant of Manufacture USA, or, in the alternative in GAF's sole discretion, the cash value of the replacement Product. Labor and any costs involved with repairing or replacing the underlaying roof structure is **NOT** included. Decisions as to the extent of replacement required will be made solely by GAF. The remedy under this warranty is available only for that portion of the Products actually exhibiting defects at the time of settlement. The replacement Products, as well as any remaining original Products, will be warranted only for the remainder of the original warranty period.

#### **NOTIFICATION OF CLAIM**

In the event of a leak caused by manufacturing defects, you must notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, One Campus Drive, Parsippany, NJ 07054 USA — and provide proof of purchase and application date to establish that you are the original owner within 30 days after your discovery of the leak. 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, sample Products for testing and photographs. You should retain this certificate as well as the product name and lot numbers from the packaging for your records in the event you need to file a claim.

#### **EXCLUSIONS FROM COVERAGE**

This limited warranty does NOT cover conditions other than leaks. This limited warranty also does NOT cover leaks caused by any of the following:

- 1. Damages to your Products resulting from anything other than an inherent manufacturing defect in the Products, such as:
  - (a) Faulty application or application not in strict accordance with GAF's printed application instructions;
  - (b) Exposure of the Products 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 Products 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.
- 2. Damage to the Products 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 roofing products
- 3. Any changes in the color of the Products, including, but not limited to, fading.

# NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by confract 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 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 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 Products 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.

## **EFFECTIVE DATE**

This limited warranty is effective for products installed outside of the United States, Canada, and Mexico after January 1, 2025.

Ву:	 	 	
Authorized Signature			

GAF 1 CAMPUS DRIVE PARSIPPANY, NJ 07054

Visit gaf.com

