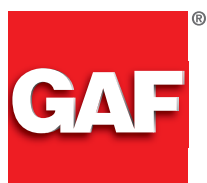


# **Topcoat<sup>®</sup> 10 Year Ltd Warranty** (TOPCS108A)

Updated: 8/14



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



**TOPCOAT**<sup>®</sup>  
LIQUID-APPLIED ROOFING

**LIMITED WARRANTY**

OWNER \_\_\_\_\_

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

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

AREA OF ROOF: SQ. FEET \_\_\_\_\_

ROOF SPECIFICATION: \_\_\_\_\_

**ROOFING APPLICATOR:**

NAME \_\_\_\_\_

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

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

ADDRESS \_\_\_\_\_

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

**THE WARRANTY**

GAF warrants to you, the original owner of the building described above, that the TOPCOAT<sup>®</sup> Roofing Products checked below (the "TOPCOAT<sup>®</sup> Products") will not contain a manufacturing defect that adversely affects their performance for the warranty term following the completion of installation per the manufacturer's instructions.

**GAF'S LIABILITY**

GAF's sole responsibility for breach of this limited warranty is the repair or replacement, at GAF's option, of that portion of the TOPCOAT<sup>®</sup> Products that leaks as a result of a manufacturing defect.

**NOTIFICATION OF CLAIM**

In the event of a leak caused by a manufacturing defect, you must notify GAF in writing—either by email (preferred) at [guaranteeleak@gaf.com](mailto:guaranteeleak@gaf.com) or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470—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 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 warranty. GAF may require you to submit, at your expense, samples of your TOPCOAT<sup>®</sup> Products for testing and photographs. You should retain this document as well as the product name 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 other than leaks. This limited warranty also does **NOT** cover leaks caused by any of the following:

1. Damages to the TOPCOAT<sup>®</sup> Products resulting from anything other than an inherent manufacturing defect in the TOPCOAT<sup>®</sup> Products, such as (a) faulty application or application that is not in strict accordance with GAF's TOPCOAT<sup>®</sup> published application instructions; (b) exposure of the TOPCOAT<sup>®</sup> 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 TOPCOAT<sup>®</sup> 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; or (f) any changes in the color of the TOPCOAT<sup>®</sup> Products, including, but not limited to, fading.
2. Damage to the TOPCOAT<sup>®</sup> Products 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; or (b) improper storage or handling of the TOPCOAT<sup>®</sup> Products.
3. Labor costs.
4. Repair or replacement of the roof deck or materials other than the TOPCOAT<sup>®</sup> Products is **NOT** included.

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. 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**

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. 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 warranty 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 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 TOPCOAT<sup>®</sup> products installed within the continental United States and Hawaii after May 1, 2014.

THE FOLLOWING TOPCOAT<sup>®</sup> PRODUCTS ARE COVERED BY THIS WARRANTY:

**10-Year:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Membrane                 | <input type="checkbox"/> TOPCOAT <sup>®</sup> Precote                | <input type="checkbox"/> TOPCOAT <sup>®</sup> Membrane WOB     |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing – Liquid Fabric | <input type="checkbox"/> TOPCOAT <sup>®</sup> EPDM Coating           | <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing – Brush |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing – Brush Grade   | <input type="checkbox"/> TOPCOAT <sup>®</sup> PVDF Coating           | <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing – Brush |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing – Spray Grade   | <input type="checkbox"/> TOPCOAT <sup>®</sup> TPO Red Primer         | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> FlexSeal™                | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireShield® MB         | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> FlexSeal™ LV             | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireShield® SB         | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> FlexSeal™ Caulk Grade    | <input type="checkbox"/> TOPCOAT <sup>®</sup> Surface Seal SB Primer | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> MP-300                   | <input type="checkbox"/> TOPCOAT <sup>®</sup> XR-2000                | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Sky-Lite                 | <input type="checkbox"/> TOPCOAT <sup>®</sup> EPDM System Cleaner    | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> MB Plus                  | <input type="checkbox"/> TOPCOAT <sup>®</sup> Flashing Fabric        | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |
| <input type="checkbox"/> TOPCOAT <sup>®</sup> Surface Seal SB          | <input type="checkbox"/> TOPCOAT <sup>®</sup> WallCote Block Primer  | <input type="checkbox"/> TOPCOAT <sup>®</sup> FireOut™ Fire    |

**7-Year:**

- TOPCOAT<sup>®</sup> 322  
White Elastomeric Coating
- TOPCOAT<sup>®</sup> EnergyCote™  
Elastomeric Coating

**GAF**  
**1361 ALPS ROAD**  
**WAYNE, NJ 07470**