



EMERALD PLEDGE™ NDL RESTORATION 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, the GAF 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 GAF Factory-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:** Project is 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 TOPCOAT® Materials that has leaks resulting from 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 TOPCOAT® Materials 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 GAF TOPCOAT® Materials, you MUST make sure that GAF is notified directly about the leak, in writing, within **30 days** either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is NOT an agent of GAF; notice to the roofing contractor 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® Materials for testing and photographs. You should retain this document for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover any TOPCOAT® Materials 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 TOPCOAT® Materials 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 TOPCOAT® Materials 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 TOPCOAT® Materials; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials, except where high wall GAF waterproofing
5. 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 TOPCOAT® Materials.
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.
8. Any condition that is not in strict accordance with GAF's published application instructions.

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

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.

NOTE: This 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 warranty must have a raised seal to be valid.



GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

By: _____
Authorized Signature Date

TOPCOAT[®]
LIQUID APPLIED ROOFING

EMERALD PLEDGE™ NDL RESTORATION LIMITED WARRANTY

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

- **Covers TOPCOAT[®] roof restoration system when installed over asphaltic roofs.**
- **No-Dollar-Limit (NDL) Watertightness Coverage...**
Includes material and labor costs to repair leaks due to manufacturing defects in the TOPCOAT[®] materials.
- **Coverage term is ten years.**

Eligibility Requirements for the TOPCOAT[®] Emerald Pledge™ NDL Restoration Limited Warranty:

- 1. Your roof restoration system must be installed by a GAF factory-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.**



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

gaf.com