

**Liquid-Applied  
Diamond Pledge™ NDL Guarantee  
(For Roof Decks and Balconies)**

Updated: 9/16



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



# LIQUID-APPLIED DIAMOND PLEDGE™ NDL GUARANTEE (FOR ROOF DECKS AND BALCONIES)

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



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

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

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

SPECIFICATION: \_\_\_\_\_ AREA (SQ FEET): \_\_\_\_\_

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

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

## THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the original owner of the building described above, that GAF will repair leaks through the roof deck or balcony (the "Deck") containing United Coatings™ Surface Seal SB Roof Coating, United Coatings™ Rhino Top Smooth Coating or Textured Coating, HydroStop® TrafficCoat Deck Coating, United Coatings™ Elastuff® 101 Base Roof Coating, or United Coatings™ Elastuff® 103 Roof Coating (the "GAF Products") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Products.

There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials are not covered.

## GUARANTEE PERIOD

This guarantee ends on the expiration date listed above.

## OWNER RESPONSIBILITIES

### Notification of Leaks

In the event of a leak through the GAF Products, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** of discovery of a leak by email (preferred) at [guaranteeleak@gaf.com](mailto:guaranteeleak@gaf.com) or by postal mail to GAF Guarantee Services, One Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The contractor is **NOT** an agent of GAF; notice to the contractor is **NOT** notice to GAF.

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.

### Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance of the Deck and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or substrate that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the Deck containing the GAF Products. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Products.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

## EXCLUSIONS FROM COVERAGE

### (e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

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

- Damages to the GAF Products resulting from anything other than an inherent manufacturing defect in the GAF Products, such as (a) faulty application or application that is not in strict accordance with GAF published application instructions, including surface/substrate preparation; (b) chemical attack on the GAF Products including, but not limited to, exposure to grease, oil, or solvents; (c) settlement, movement, or defects in the building, walls, foundation, or substrate material used as a base over which the GAF Products were applied; (d) defects in the design of the building; (e) improper or inadequate maintenance; (f) improper installation or failure of any non-GAF materials, including pre-existing coatings; (g) use of materials that are incompatible with the GAF Products; or (h) architectural, engineering, or design defects or flaws in the Deck or building.
- Damage to the GAF Products resulting from causes beyond normal wear and tear, such as (a) unusual weather conditions or natural disasters, including but not limited to, hail, floods, hurricanes, lightning, tornadoes, and earthquakes; or (b) improper storage or handling of the GAF Products.
- Conditions that prevent positive drainage or areas of the Deck that pond water.
- Any change in the color of the GAF Products, including, but not limited to, fading.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- Blisters in the GAF Products that have not resulted in leaks.
- Changes in the use of the conditioned space below the Deck or any repairs, modifications, or additions to the Deck after installation of the GAF Products is completed, unless approved in writing in advance by GAF.

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 does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the Deck containing the GAF Products (or the plans for the Deck), by GAF shall constitute any warranty of such plans, specifications, or construction or the suitability or code compliance of the GAF Products for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

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

## NON-ASSIGNABILITY

This guarantee 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 GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR 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 and 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 guarantee 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:** GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This guarantee must have a raised seal to be valid.

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

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