

**Liquid-Applied
Emerald Pledge™ Limited Warranty
(COMCO151)**

Updated: 1/16



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



LIQUID-APPLIED EMERALD PLEDGE™ 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, **products sold under the UNITED COATINGS™, HYDROSTOP™, and TOPCOAT® brands (the "Products")** 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 through the expiration date listed above.

CONDITIONS TO WARRANTY COVERAGE

- 1. Contractor:** The Products must be installed by a GAF-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:** The warranty must be 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 Products that leaks as a result of 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 Products 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 Products, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** after discovery of the leak 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 Products 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 Products 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 Products 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 Products 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 Products; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials, except where high wall GAF waterproofing flashings are installed; (d) expansion or contraction of any counterflashing 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 Products.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Conditions that prevent positive drainage or areas of roof that pond water. This exclusion does not apply if the Product used consists of Unisil or Unisil HS coatings.
7. Changes in the color of the Products, including fading.

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 limited 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 limited warranty must have a raised seal to be valid.



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

By: _____
Authorized Signature Date