

LIMITED WARRANTY ON GAF LIQUID-APPLIED WALL AND ARCHITECTURAL COATINGS

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

gaf.com



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THE WARRANTY

GAF warrants to you that the HydroStop® FlexCoat Wall Coating and the United Coatings™ Acrysheen Sealer, CanyonTone™ Clear Wall Coating, and Aquathon® Wall Coating (the "Products") will repel moisture for the period noted below so long as the Products are installed on an above-grade wall or other vertical surface (the "Wall") in accordance with the applicable published application instructions and during the shelf life set forth on the product label or container. United Coatings™ Canyon Tone Stain® and Rhino Top Smooth and Textured Coatings, as well as GAF roof coatings, are covered under separate warranties. See gaf.com for complete coverage and restrictions.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Products and the installation is ongoing or (b) you are the original owner of the property on which the Products are installed and the installation is complete.

This limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

EXCLUSIVE REMEDY

In the event that any portion of the Products do not repel water as a result of a manufacturing defect during the warranty term stated below, GAF's sole responsibility is to provide replacement Products for that portion of the Products that do not repel water as a result of a manufacturing defect, or at GAF's sole option, the cash value of said Products. Decisions as to the extent of replacement Products required will be made solely by GAF. The remedy under this limited warranty is available only for that portion of the Products actually exhibiting manufacturing defects at the time of settlement. The replacement Products, as well as any remaining Products, will be warranted only for the remainder of the original warranty period. Repair or replacement of the substrate or materials other than the Products is **NOT** included. GAF's MAXIMUM LIABILITY is the original cost of the Products only.

NOTIFICATION OF CLAIM

In order to report a claim you **MUST** notify GAF in writing — either by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Warranty Claims Department, One Campus Drive, Parsippany, NJ 07054 — **and** provide proof of purchase and proof of application date (and for original owners, proof that you own the subject property) within **30 days** after your discovery of the problem. **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 limited warranty. GAF may require you to submit, at your expense, photographs of the reported problem and samples of your Products for testing. You should retain this document as well as the proof of purchase 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 lack of water repellency or other conditions caused by any of the following:

1. Improper workmanship in applying the Products or any other Wall component.
2. Lack of maintenance.
3. Unusual weather conditions or natural disasters, including, but not limited to, wind-driven rain, hail, floods, hurricanes, lightning, tornadoes, and earthquakes.
4. Damage due to (a) movement or cracking or other failure of the Wall or building; (b) improper installation or failure of any materials used in any substrate over which the Products are installed or materials other than the Products; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counterflashing or metal work; (e) chemical attack on the Products including, but not limited to, exposure to grease and oil; (f) use of materials that are incompatible with the Products; (g) improper preparation of the substrate over which the Products are installed; or (h) architectural, engineering, or design defects or flaws.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Installation of the Products on a cold storage or freezer building or buildings with high humidity conditions.
7. Any change in the color of the Products, including, but not limited to, fading.
8. Any condition that is not in strict accordance with GAF published application instructions.
9. Impact of foreign objects, including damage caused by objects blown onto the roof by wind.

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.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

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 unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by GAF, 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. Each party irrevocably consents to the jurisdiction 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 Products installed within the United States, Canada, and Mexico after January 1, 2018.

WARRANTY TERM

The length of warranty coverage to which you are entitled is dependent upon the amount of Products installed on your Wall, as set forth more fully below. Application of less Products than specified below constitutes installation which is not in accordance with the applicable published application instructions, and may result in the denial of your claim.

Product Name	5-Year Rate Gal/Sq ¹ (DFT ² , mils)	10-Year Rate Gal/Sq ¹ (DFT ² , mils)
HydroStop® FlexCoat Wall Coating	2.0 (16)	3.0 (25)
United Coatings™ Acrysheen Sealer	0.7 (2)	–
United Coatings™ CanyonTone™ Clear Wall Coating	0.7 (2)	–
United Coatings™ Aquathon® Wall Coating	2.0 (17)	3.0 (26)

¹ Gal/Sq refers to gallons per square. *Example:* For a 10-year warranty on HydroStop® FlexCoat Wall Coating installed on your Wall, you must ensure that the installing contractor applies 3 gallons of HydroStop® FlexCoat Wall Coating to every 100 square feet of your Wall.

² DFT refers to dry film thickness, expressed in mils, of an applied and cured coating. *Example:* For a 5-year warranty on United Coatings™ Aquathon® Wall Coating, the finished DFT is expected to be approximately 17 mils.

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