

**GACO WARRANTY
CONTRACT SUMMARY**

Gaco™

Warranty No:
Warranty Commencement Date:
Warranty Period: XX Years

Building Identification:
Building Address:
Building Owner:
Installing Contractor:
Material Type:

Square Footage: XXXXX SF

SAMPLE

GACO DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY GACO. GACO SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY GACO. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND GACO HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST GACO AND GACO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF GACO. NO OTHER PERSON HAS ANY AUTHORITY TO BIND GACO WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

**THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.**

GACO WARRANTY GENERAL TERMS, CONDITIONS, AND LIMITATIONS

Gaco™

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Payment Required. Gaco will have no obligation under this Limited Warranty unless and until Gaco and Installing Contractor have been paid in full for all materials, supplies, services, approved written change orders, warranty costs, and other costs which are included in, or incidental to, the Gaco system or material. In the event that repairs not covered by this Limited Warranty are necessary, Gaco reserves the right to suspend this Limited Warranty until such repairs have been completed and the repair contractor and/or Gaco has been paid in full for such repairs.

Exclusions. Gaco will have no obligation under this Limited Warranty, or any other liability, now or in the future, for any damage to, deterioration of, or failure of, the Gaco system or material caused by: (1) failure of building components, including, but not limited to, substrates, structural elements, joists, ceilings, walls, foundation, mortar, HVAC units, skylights, plumbing, piping, windows, roof decks, or wood nailers; (2) condensation or infiltration of moisture in, from, through, or around walls, skylights, foundations, copings, rooftop hardware or equipment, lights, the building structure, or underlying or surrounding materials; (3) acid, oil, harmful chemicals, or the reactions between them; (4) fires, wind events (tornadoes, downbursts, and hurricanes), wind-blown debris, hail, lightning, earthquakes, floods, volcanic activity, atomic radiation, insects, animals, or other act(s) of God; (5) act(s), conduct or omission(s) by any person, or act(s) of war, terrorism, or vandalism, which damage the Gaco system or material, or which impair the system's or material's ability to perform properly; (6) failure to accurately calculate wind uplift and/or applicable design loads; (7) failure to specify a vapor retarder or an air barrier; (8) failure of any materials not manufactured or supplied by Gaco that are not specifically accepted in writing by Gaco including, but not limited to: metal coping, insulation, drains, flashings, skylights, or hatches; or, (9) a change in building use or purpose.

Product Selection. Gaco does not undertake any analysis of the architecture or engineering required to evaluate what type of system or material is appropriate for a building and makes no warranty express or implied as to the suitability of its products for any particular structure. Such a determination is the responsibility of the architect, engineer, or design professional.

Access. During the term of this Limited Warranty, Gaco's employees or designees shall have free access to the building during regular business hours for inspection, audit, or repair of the Gaco system or material. In the event that access is limited due to security, tenant concerns, or other restrictions, Owner shall reimburse Gaco for all reasonable costs incurred during inspection and/or repair of the Gaco system or material that are due to said restrictions.

Overburden. Owner shall be responsible for the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata, or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the Gaco system or material, support platforms or bases for photovoltaic (PV) arrays (aka – solar panels), garden roofs, decks, patios, protective covering(s), stored liquids, water features, or any other obstacles that impede access, clear observation, investigation, and repair of the Gaco system or material, excluding overburden specifically included in writing by Gaco.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document, and shall not be extended under any circumstances without Gaco's written approval.

Waiver & Severability. Gaco's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force to the fullest extent permitted by law.

Disputes. Any dispute, controversy, or claim between Owner and Gaco concerning this Limited Warranty or relating to any material(s) supplied by or required by Gaco shall be submitted to mediation in Davidson County, Tennessee. In the event that Owner and Gaco do not resolve the dispute, controversy, or claim in mediation, Owner and Gaco agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. Owner hereby releases Gaco from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflicts of laws.

Entire Warranty. This warranty instrument consists of multiple pages, all of which comprise the express terms and conditions of this Limited Warranty. Additional requirements are defined in subsequent pages. In the event that inconsistencies exist between the General Terms, Conditions, and Limitations listed above and the Terms, Conditions, and Limitations listed in subsequent pages, the subsequent pages will prevail.

Gaco

200 4th Avenue South • Nashville, TN 37201

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7001.001.2019

GACOFLEX™ WATERPROOFING LIMITED WARRANTY



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Warranty Commencement Date:
Warranty Period: XX Years

Building Identification:
Building Address:
Building Owner:
Installing Contractor:
Material Type:

Square Footage: XXXXX SF

Firestone Building Products Company, LLC, an Indiana limited liability company d/b/a Gaco ("Gaco"), warrants to the Building Owner ("Owner") named above that Gaco will, subject to the Terms, Conditions, and Limitations set forth herein, provide labor and material during the Warranty Period to repair any leak through the Gaco branded coating, Gaco branded primers and base coats, and other Gaco branded accessories provided for the project named above when installed by a Gaco-licensed applicator and following the installation instructions and technical specifications published by Gaco (collectively the "GacoFlex Coating" or "Coating") caused by: (1) deterioration due to normal exposure to weather, (2) manufacturing defects, or (3) workmanship in the application of the Coating.

TERMS, CONDITIONS, AND LIMITATIONS

Notice. In the event that a leak occurs in the Coating, Owner must give notice to Firestone Warranty Services in writing or by telephone within thirty (30) days of the occurrence of the leak. By so notifying Gaco, Owner authorizes Gaco or its designee to investigate the cause of the leak at its option. Gaco will have no obligation to repair any leak under this Limited Warranty if Owner fails to give proper notice to Firestone Warranty Services as set forth herein. Notifying Installing Contractor, a local contractor, or Gaco's authorized sales representative is not notice to Firestone Warranty Services as required by this section.

Investigation. Should the investigation reveal that the leak is not through the Coating or is otherwise excluded by the Terms, Conditions, and Limitations set forth herein, Owner shall be responsible for payment of the investigation costs and shall repair the unwarranted leak at Owner's expense within a reasonable time but no more than sixty (60) days from the date of the investigation. Failure by Owner to pay for these costs or to have unwarranted leaks repaired by a Gaco-licensed applicator shall render this Limited Warranty null and void.

No Dollar Limit (NDL) On Leak Repairs. Owner's sole and exclusive remedy and Gaco's total liability shall be limited to the repair of warranted leaks. There is no dollar limit placed on the cost to repair a warranted leak.

Leaks Not Covered & External Damage. Gaco will have no obligation to repair: (1) any leak not through the GacoFlex Coating; (2) any leak or damage caused by an installation, modification, or repair of the Coating not in accordance with Gaco's technical specifications or not made by a Gaco-licensed applicator; (3) any leak or damage caused by or traced to movement, deterioration, or failure of the substrate, including, but not limited to: existing coating(s) or remedial repairs to prepare the substrate to receive the Coating; (4) any leak or damage caused by the breach, rupture, or failure of the structure on which the Coating is applied; or, (5) any leak or damage caused by or traced to the failure of Owner to perform Required Maintenance of the Coating as set forth herein.

Discoloration. Gaco shall not be liable for fading, dirt accumulation, or discoloration of the Coating, or for aesthetic imperfections due to installation that do not impair the Coating's ability to resist leaks.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current fee set by Gaco. Owner must notify Gaco in writing within sixty (60) days after the transfer of building ownership. Failure by Owner to pay the transfer fee or to properly notify Gaco shall render this Limited Warranty null and void.

Alteration. Owner shall notify Gaco in writing upon making any alterations to the Coating, or installing any structures, fixtures, or utilities on or through the Coating after installation. Failure to obtain Gaco's approval for an alteration to the Coating, or failure to provide required documentation, shall render this Limited Warranty null and void.

Required Maintenance. Owner must perform maintenance of the Coating every five years. Said maintenance to include but not be limited to exposing the Coating for thorough inspection and repairs at Owner's expense to leaks or damage to the Coating caused by or traced to: physical abuse, movement or deterioration of the substrate, UV degradation, or exposure of the Coating to acids, oils, or harmful chemicals. Inadequate or improperly recorded maintenance shall render this Limited Warranty null and void.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

Authorized
Signature: _____

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
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