

**GACOPATCH™ SILICONE ROOF SEALANT  
LIMITED MATERIAL WARRANTY**

**Gaco™**

**Warranty No:**

**Date of Purchase:**

**Building Identification:**

**Building Address:**

**Building Owner:**

Firestone Building Products Company, LLC, an Indiana limited liability company d/b/a Gaco ("Gaco"), warrants to the Building Owner ("Owner") named above that the GacoFlex™ GacoPatch™ Silicone Roof Sealant (GR15 Series) purchased by Owner and properly registered for this Building (the "GacoPatch") meets the specifications listed on the GacoPatch Product Data Sheet.

**TERMS, CONDITIONS, AND LIMITATIONS**

**Notice.** In the event of a claim, Owner must give written notice to Firestone Warranty Services at the address below. Notification must include a description of the nature of the claim and a copy of Owner's original purchase receipt for the GacoPatch. When required by Gaco, Owner must submit three (3) samples of the installed GacoPatch selected as follows: two samples must be taken from the suspected area and one sample must be from another area. The costs related to removal of the samples are not included in this Limited Warranty. Gaco will have no obligation under this Limited Warranty if Owner fails to give proper notice to Firestone Warranty Services as set forth herein. Notifying a contractor, a re-seller, or an authorized Gaco sales representative is not notice to Firestone Warranty Services as required by this section.

**Replacement Product.** In the event that Gaco determines that the GacoPatch does not meet the specifications listed on the Product Data Sheet published by Gaco at the time of purchase, Owner's sole and exclusive remedy and Gaco's total liability shall be limited to providing product sufficient to replace the con-forming product.

**Non-Assignability.** This Limited Warranty is not transferable or assignable in any manner and Gaco precludes Owner from claiming, representing, or implying that this Limited Warranty extends to or is available to anyone other than the Building Owner named above.

**Disputes.** In the event that Owner and Gaco do not resolve any dispute, controversy, or claim pertaining to the GacoPatch, Owner and Gaco agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. 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 conflict of laws. 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.

**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.

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**Eligibility.** This Limited Warranty only applies to eligible GacoPatch Silicone Roof Sealant purchased after April 1, 2020, replacing all previously available material warranties for GacoPatch. This Limited Warranty shall be null and void if the product batch numbers submitted with the attached registration are invalid, if the GacoPatch was purchased or installed after its Storage Stability period, or if the GacoPatch is not installed according to the instructions listed on the GacoPatch Product Data Sheet.

**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, OR THE SUBSTRATE. 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.**