



Product Name

**FIVE YEAR LIMITED MATERIAL WARRANTY  
(A LIMITED WARRANTY)**

**This limited warranty is personal to the original owner and is not assignable or transferable under any circumstances**

**TERMS AND CONDITIONS**

**TAMKO ROOFING PRODUCTS, INC.** ("TAMKO"), warrants to the first consumer purchaser or owner that, subject to the conditions set forth herein, for a period of five (5) years from the Job Completion Date for the TAMKO product identified above ("Product"), if manufacturing defects in the Product cause the Product to lose its watertight integrity and leaks result, then subject to the conditions, exclusions and other provisions detailed below, TAMKO, at its sole option, will either (1) refund the original purchase cost of the Product; or (2) provide the amount of Product necessary to make repairs. This limited warranty does not cover any cost or expenses associated with removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product. This limited warranty does not cover any cost or expenses associated with removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product. **This limited warranty applies to Product applied in accordance with, and as part of, TAMKO published specifications in effect at the time of the application. This Product is sold AS IS and without warranty of any kind when used in any other application.**

**EXCLUSIONS FROM COVERAGE:** TAMKO shall not be liable under any circumstances for:

1. Leaks or damages resulting from Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects.
2. Leaks or damages resulting from insurrection, war, riot or vandalism.
3. Exposure of the Product to ionized radiation or contamination by radioactivity from any nuclear source, or leaks or damages resulting therefrom.
4. Chemical attack on the Product or other system components as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
5. Inadequate drainage or leaks or damages resulting therefrom.
6. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
7. Building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or other system components exceeding 1/16" or leaks or damage caused or attributable to traffic, or for damage attributable to alterations.
8. Leaks or damage resulting from any additional installation on or through the Product or flashing after the Job Completion Date.
9. Repairs or alterations to the Product or other system components or leaks or damages resulting therefrom, after the Job Completion Date unless done in a manner prescribed by TAMKO and approved in writing by TAMKO.
10. Infiltration or condensation of moisture around or under the foundation or other system components.
11. Splitting, cracking, blistering, delamination or separation of the Product due to underlying or overlying materials.
12. Misuse or abuse of the Product or leaks or damages resulting therefrom.
13. Faulty or improper workmanship or application of the Product or leaks or damages resulting therefrom.
14. Damages to the building or structure, its contents, foundation, or other system components.
15. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
16. Leaks or damage from any cause other than inherent manufacturing defect in the Product.

**CONDITIONS TO WARRANTY COVERAGE:**

This limited warranty is additionally specifically conditioned upon the following matters, each and all of which shall be a precondition to any of TAMKO's obligations hereunder:

1. **PROOF OF PURCHASE:** Claims under this warranty will require proof of purchase by the first consumer purchaser or owner. TAMKO shall not be responsible for any claims without such proof of purchase.
2. **NOTIFICATION TO TAMKO:** The owner named herein must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802, of any leaks alleged to result directly from manufacturing defects within thirty (30) days following discovery of such leaks.
3. **COMPLIANCE WITH TAMKO RECOMMENDATIONS AND WARRANTIES:** In no event shall TAMKO be liable under this warranty or otherwise unless the Product has been stored, handled, installed and maintained in compliance with TAMKO's instructions, specifications and recommendations, and unless all of the terms and provisions of this warranty have been complied with.
4. **BUILDING AND STRUCTURE PLANS:** Because TAMKO does not practice engineering or architecture, neither the issuance of this limited warranty nor any review or inspection of the building, structure, plans, specifications or construction by a TAMKO representative shall constitute any warranty or representation by TAMKO with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and conditions of this limited warranty. **ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.**
5. **NONWAIVER:** Owner agrees that any post application inspection of the Product by TAMKO or its authorized representative shall not constitute a waiver of any terms, conditions, or limitations set forth in this limited warranty, including, but not limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in TAMKO's most recent published instructions, specifications and recommendations. **FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH (I) ANY CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER TO THE CONTRACTOR AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.**

**RIGHT OF INSPECTION:**

TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if TAMKO determines there are manufacturing defects covered by this warranty, TAMKO shall have ninety (90) days after receipt of notification to either (1) refund the purchase price of the product pursuant to the Limitation of Remedies section on page 1, or (2) provide the amount of replacement Product necessary to make repairs pursuant to the Limitation of Remedies section on page 1. Prior to the expiration of such 90-day period TAMKO shall not be liable for any cost of repair or replacement unless TAMKO has given its written approval of the repair or replacement of said defective Product and the cost thereof.

**NO WARRANTY MODIFICATION:**

This limited warranty may not be modified except in a writing signed by TAMKO's president. No representative, employee, agent of TAMKO or any person, other than the President of TAMKO, has any authority to assume for TAMKO any additional or other liability or responsibility in connection with the Product or this limited material warranty.

**NON-TRANSFERABILITY OF WARRANTY:**

This limited warranty shall accrue and inure only to the benefit of the first consumer purchaser or owner of the TAMKO Product and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of this warranty or of the building to which the Product is applied shall void all warranties contained herein or hereunder and all implied warranties including warranties of merchantability and fitness for a particular purpose.

**MANDATORY BINDING ARBITRATION:**

EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT [www.adr.com](http://www.adr.com) OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P. O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW.

**LEGAL REMEDIES: THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR WARRANTY ON THE PART OF TAMKO ROOFING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND.** SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE PRODUCT, ITS PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CAN NOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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. Invalidation or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

**MISCELLANEOUS:**

Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect. This warranty is valid only in the 48 contiguous United States, and the Provinces of British Columbia and Alberta in Canada. Products described herein are sold "AS IS" and "WITH ALL FAULTS" when used outside of the 48 contiguous United States or the Provinces of British Columbia and Alberta in Canada.

Retain this warranty with the contractor's receipt for future reference.

**WARRANTY INFORMATION**

Owner's Name \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

Building Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Contractor's Signature \_\_\_\_\_

Job Completion Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Product(s) Used \_\_\_\_\_

