



TAM-PLY IV® GUARANTEE (A Limited Warranty)

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

THIS LIMITED WARRANTY IS VALID ONLY IN THE UNITED STATES OF AMERICA, EXCLUDING HAWAII AND ALASKA. PRODUCTS DESCRIBED HEREIN ARE SOLD "AS IS" AND "WITH ALL FAULTS" WHEN USED OUTSIDE OF THE 48 CONTIGUOUS UNITED STATES.

TAMKO BUILDING PRODUCTS, INC., ("TAMKO") warrants to the original consumer purchaser (the "Owner") of the TAMKO TAM-PLY IV roofing product (the "Product") that, during the ten year period following installation of the Product (the "Term"), subject to the conditions herein set forth, if the Product is determined to have manufacturing defects which result in leaks, TAMKO will make repairs or cause repairs to be made to the Product, or will replace the same (exclusive of non-TAMKO flashing and metal work and material used as a roof base over which the Product is applied and repairs required by defects therein) as required to prevent or repair leaks in the roof resulting from such manufacturing defects. Alternatively, at TAMKO's option, TAMKO may tender payment to the Owner of the lesser of the reasonable cost of repairs or the amount of TAMKO's Maximum Liability as set forth below. 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.

Limitations of Liability: TAMKO's maximum liability hereunder shall be limited to the cost of labor and material to make repairs to the Product containing a manufacturing defect which has resulted in leaks up to a Maximum Liability over the term of this limited warranty of \$60.00 for each installed roofing square for the first five (5) years; thereafter, such liability shall be reduced by 20% for each year following the initial five (5) years of this limited warranty, of that portion of the Product containing a manufacturing defect which has resulted in leaks. The warranty term shall commence on the date of application of the Product and terminate ten (10) years from the date of application of the Product.

CONDITIONS TO WARRANTY COVERAGE:

- 1. Proof of Purchase: Claims under this limited warranty will require documentary proof of purchase.
2. Notification to TAMKO: The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802, of any leaks believed to result from manufacturing defects within thirty (30) days following discovery of the leaks. (the "Notice")
3. Maintenance: TAMKO requires that the Owner initiate and follow a preventive maintenance program substantially in accordance with the preventive maintenance recommendations found on the reverse side of this limited warranty. Coatings over smooth surfaced products must be maintained to provide surface protection. For further information please contact TAMKO's Technical Services Department.
4. Right of Inspection: The Owner shall provide TAMKO with reasonable access to the Product for purposes of inspection.

Time or Repair of Replacement and Termination of Liability: If TAMKO determines there are manufacturing defects covered by this limited warranty, TAMKO shall have up to ninety (90) days after receipt of the Notice to (1) make or cause to be made repairs or replacements unless otherwise prevented by Acts of God, or (2) tender payment to the Owner of TAMKO's Maximum Liability or prorated Maximum Liability. Prior to the expiration of this 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 and of the cost thereof. If reasonable access to the Product is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint, or if TAMKO tenders payment to the Owner of the Maximum Liability or prorated Maximum Liability all liability to TAMKO hereunder, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose shall immediately terminate.

EXCLUSIONS FROM COVERAGE: Other than as set forth above, TAMKO shall not be liable for any damage or matter, including, but not limited to damage to any building, interior or exterior, or property contained therein, or for damages or injuries of any kind whatsoever, nor for damages or injuries to roof insulation, roof decks or other base over which the Product is applied, for any cost related to the removal or abatement of any asbestos present in the existing roof to which the Product is applied, nor for leaks, damages or injuries attributable to any of the following (or any combination thereof):

- 1. WORKMANSHIP, including application of the Product not in accordance with TAMKO published specifications and application recommendations in effect at the time of the application.
2. Damage or deterioration to the roof or base flashing resulting from inadequate drainage.
3. Changes in the building usage unless approved in advance in writing by TAMKO.
4. Erection or construction of any additional installation on or through the Product after the date of installation unless installed or applied in accordance with TAMKO published specifications and application recommendations.
5. Deterioration of the Product caused by infiltration or condensation of moisture around or under the roof deck, coping, walls, or unbonded flashings.
6. Any failure of non-TAMKO-approved flashing whether of bituminous or other materials.
7. Acts of God including, but not limited to, lightning, flood, strong gale, windstorm, earth quake, hurricane, tornado, hailstorm, or impact of objects or other violent storm or casualty.
8. Civil insurrection, war, riot, or vandalism.
9. Exposure of the Product to ionized radiation or contamination by radioactivity from any nuclear source.
10. Repairs or alterations to the Product or roof system unless done in a manner meeting the published TAMKO specifications and application recommendations in effect at the time of such repair or alteration.
11. Chemical attack on the Product 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.
12. Building expansion or additions or reductions, settling, shifting, distortion, failure or cracking of roof deck, walls or foundation of a building, or for damage caused by or attributable to traffic on the roof; or for damage caused by or attributable to alterations.
13. Structural defects or failures in the building(s) to which the Product is applied.
14. Leaks or damages due to failure to follow TAMKO's recommended maintenance program.
15. Splitting, cracking, blistering, delamination or separation of the membrane due to underlying materials (e.g. insulation).

NO WARRANTY MODIFICATION: This limited warranty may not be modified except in 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 GUARANTEE: This limited warranty shall accrue and inure only to the benefit of the Owner of the building to which the Product is applied on the date of application and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of the building to which the Product is applied or any attempt to assign or transfer this limited warranty shall immediately terminate all liability of TAMKO hereunder, all warranties contained herein or hereunder and any applicable 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 ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT 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 150 DAYS FOLLOWING THE DISCOVERY OF THE LEAK.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING 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 CANNOT 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. Invalidity 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.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

Owner \_\_\_\_\_ Roofing Contractor's Name \_\_\_\_\_
Material Purchased from \_\_\_\_\_ Roofing Contractor's Address \_\_\_\_\_
Date of Application \_\_\_\_\_ City, State and Zip \_\_\_\_\_

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

# PREVENTIVE MAINTENANCE RECOMMENDATIONS

**TAMKO recommends following a regular maintenance program including semiannual inspections from the time a roof is installed.**

**Specific Maintenance Items:** This maintenance **MUST BE PERFORMED AT LEAST SEMIANNUALLY** to maintain coverage of TAMKO's limited warranty.

Listed below are several items that are the owner's responsibility to maintain, and are not covered by the roofing guarantee. To ensure a roofing system will continue to perform to its full potential, check and properly maintain these items on a regular basis:

- Roof Drains      Positive drainage is essential. Keep roof drains and surrounding areas clean to avoid clogged drains. Also check all drain clamping rings for proper attachment.
  
- Pitch Pans      Keep pitch pans full at all times. Check for shrinkage of filler material and refill when needed. Check for proper attachment and sealing of the entire pitch pan assembly.
  
- Metal Flashings      Check these areas regularly. Flashings must be properly attached and sealed, so they will remain watertight at all times. Watch out for loose counter flashings, bad caulking, loose copings, and bad joints. Pay close attention to the condition of all metal, including rust or damage caused by wind or other outside sources.

- Roof Coatings      Check all smooth surfaced roof systems for weathering of the surface coating. These systems require periodic resurfacing by a professional roofing contractor. Frequency will vary depending on climatic and environmental conditions.
  
- Parapet or Concrete Walls      Check walls and copings to keep them watertight. Repair bad mortar joints, caulking, tile or stone copings, etc. This type of deterioration can appear to be a roof leak.
  
- Other Roof Equipment      Check and maintain all AC units, ventilators, grease traps, sky lights and other equipment. Make sure they are not discharging any fluids onto the membrane, or causing roof leaks due to improper performance.
  
- General Appearance      Keep your TAMKO roof clean and free from all debris including bottles, cans, leaves, branches, rocks, dirt, old machinery, leftover construction materials, grease, oil, etc.

For further information please contact TAMKO's Technical Services Department.

### Requirements For Roof Maintenance

- ★ Conduct inspections at least twice a year, once in the fall and again in the spring. Check for necessary repairs brought on by extreme roof stress during summer and winter months.
  - ★ Arrange for additional inspections after severe weather such as extremely heavy rains, hail, high winds, or other hazardous occurrences such as nearby fires, explosions, etc.
  - ★ Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your roofing system.
  - ★ Keep your roof clean and free from debris and vegetation.
  - ★ Thoroughly train all Maintenance personnel. Teach them what to watch for and how to take care of your roofing system.
  - ★ Seek contractors who stand behind their work and are available when needed. Unqualified personnel should not be allowed to maintain or repair your roofing system.
  - ★ Avoid unnecessary roof top traffic.
  - ★ Before you allow equipment servicemen to go out on the roof, ask them to exercise caution. Dropped tools, heavy equipment, etc. could severely damage the roof. Log all trips to the roof and/or have a trained maintenance person accompany servicemen.
- ★ Do not allow service personnel to add additional penetrations to the roofing system, unless you are certain that all such penetrations will be flashed by a professional roofing contractor in accordance with TAMKO specifications.
  - ★ Watch for exposed felt (bare spots) on gravel-surfaced roofing systems that could accelerate deterioration. If you should detect exposed felt, contact a professional roofing contractor to examine your roof.
  - ★ Open laps, blisters, wrinkling, ridging, etc. can be a sign of a roofing problem. If you detect such defects, have your roof inspected and/or repaired immediately.
  - ★ Leaks occur most often at flashings, pitch pockets, gravel stops, and other roof penetrations and/or metal flashings. Pay close attention to these areas of your roofing system to avoid preventable damage.
  - ★ Don't use incompatible products, products of unproven quality, or purported "cure all" products on your roof.
  - ★ Stick to your maintenance plan. If you ignore your roof after it is installed or allow too much time to lapse between inspections, preventable problems may escalate into serious roof damage.

**The following chart is for you to record your semiannual inspections**

SEMIANNUAL INSPECTION RECORD							
Date	Inspector	Date	Inspector	Date	Inspector	Date	Inspector

