



LIMITED WARRANTY INFORMATION
(To be completed by Owner and Contractor)

Owner's Name _____

Address Where Applied _____

City _____

State _____ Zip _____

Type of TAMKO® Solar Attic Ventilator:	Limited Warranty	Quantity of Ventilator(s) Installed
<input type="checkbox"/> Surface Mount	6 Year Parts / 2 Year Motor	_____
<input type="checkbox"/> Remote Mount	6 Year Parts / 2 Year Motor	_____
<input type="checkbox"/> Curb Mount	6 Year Parts / 2 Year Motor	_____
<input type="checkbox"/> Gable Mount	6 Year Parts / 2 Year Motor	_____

Color of Ventilator Product installed: _____

Date of application: _____

Total cost: _____

Contractor's Name _____

Contractor's Signature _____

Date _____

**RETAIN THIS LIMITED WARRANTY WITH
CONTRACTORS RECEIPT FOR FUTURE
REFERENCE.**

**BUILDING PRODUCTS FOR
THE PROFESSIONAL**

Since 1944, building professionals and homeowners have looked to TAMKO® for quality products that are built to perform. Our extensive line of residential products includes: Lamarite® composite shingles, MetalWorks® steel shingles, Heritage® series laminated asphalt shingles, 3-tab shingles, EverGrain® composite decking & railing, Tam-Rail® railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



P.O. Box 1404
Joplin, MO 64802 USA
tamko.com



**TAMKO®
Solar Attic
Ventilator
Limited
Warranty**

**SOLAR ATTIC VENTILATOR
LIMITED WARRANTY**

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

TAMKO SOLAR ATTIC VENTILATOR LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

In this Limited Warranty certain capitalized words have specific meanings:

"**TAMKO**" means TAMKO Building Products, Inc.

"**Term**" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase and continues, unless sooner terminated, for the number of years designated.

"**Owner**" means the owner of the building at the time the Product is installed on that building. If you purchase a new residence and are the first person to occupy the residence, TAMKO will consider you to be the Owner even though the Product was already installed.

"**Product**" means the TAMKO Solar Attic Ventilator(s) identified in this Limited Warranty which was installed on a building owned by the Owner.

"**Material Certificate**" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement Product of the same type and color as the Product which is to be replaced. If Product of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available.

LIMITED WARRANTY FOR ALL COMPONENTS EXCEPT THE MOTOR

TAMKO warrants to the Owner of the Product that, when installed in accordance with TAMKO's published installation instructions, used for the intended purpose during the 6-year limited warranty Term for all parts except for the motor which has a 2-year limited warranty Term, subject to the conditions herein set forth, if the Product is found to have manufacturing defects in a component other than the motor, which result in loss of attic ventilation, TAMKO will either (1) repair the Product, (2) provide a Material Certificate or (3) refund the original purchase price of the Product.

MOTOR LIMITED WARRANTY.

TAMKO warrants to the Owner of the Product that, when installed in accordance with TAMKO's published installation instructions, used for the intended purpose during the 2-year motor limited warranty Term, subject to the conditions herein set forth, if the Product is found to have manufacturing defects in the motor, which result in loss of attic ventilation, TAMKO will either (1) repair the Product, (2) provide a Material Certificate or (3) refund the original purchase price of the Product.

Proof of Purchase: Claims under this limited warranty will require documentary proof of Purchase of the Product.

Notification to TAMKO: The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any loss of ventilation alleged to result from manufacturing defects within **thirty (30)** days following discovery of the loss of ventilation.

Right of Inspection and Time for Repair, Replacement, or Payment:

The Owner shall send the Product to TAMKO for purposes of inspection. TAMKO may also request that the Owner complete and deliver to TAMKO a warranty questionnaire and photographs of the roof, ventilation system and the Product as installed. If Owner fails to send the Product and requested materials, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the complaint (including, but not limited to, failing to provide the alleged defective Product, photographs or to complete and return a warranty questionnaire), TAMKO's obligation hereunder shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have up to ninety (90) days after receipt of notification unless otherwise prevented by Acts of God, to either (1) repair the Product, (2) provide a Material Certificate for a replacement product or (3) refund the original purchase price of the Product. Prior to the expiration of such 90-day period, TAMKO will not be liable for any cost of materials or repair or replacement unless TAMKO has given written approval of the materials, repairs or replacement and of the cost thereof. Tender of payment to the Owner of either (1) repair of the Product, (2) a Material Certificate or (3) refund of the original purchase price of the Product, shall immediately terminate all liability of TAMKO® and all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances for any other costs, claims, damages, remedies or expenses including but not limited to:

1. Faulty application or installation not according to manufacturer's instructions.
2. Leaks or issues regarding other roofing components, including flashing, shingles, insufficient ventilation, etc. or damages resulting therefrom.
3. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
4. Tear-off, removal, reinstallation, remounting or disposal of roofing components or the Product repaired or replaced under this limited warranty or any costs related to such tear-off, removal, reinstallation, remounting or disposal; or the cost of labor for repair or replacement of the Product or shingles.
5. Costs incurred in transporting any Product or component parts to and from TAMKO's designated dealer or TAMKO in Joplin, Missouri. Shipping costs will be reimbursed if a factory defect is discovered in the Product.
6. Removal or abatement of any asbestos present in the roof to which the Product or roofing components are applied, or for any costs related to such removal or abatement.
7. Damage to the product, insufficient ventilation or leaks resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, or other storm), impact or weight of objects or damage to the Product or roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building, or for any defect in or failure of material used as a roof base over which the Product or shingles are applied, or for damage by traffic on the roof.
8. Exposure to harmful materials or chemicals directly applied or in the atmosphere including, but not limited to salt spray and acid rain.
9. Damages, insufficient ventilation or leaks from any cause other than inherent manufacturing defect in the Product.

Non-Transferability: This limited warranty shall accrue and inure only to the benefit of the first consumer purchaser or Owner of the Product and shall not be assigned, sold or transferred in any manner whatsoever. Any assignment, sale or transfer of the limited warranty or the building to which the Product is applied shall immediately terminate all liability of TAMKO for the Product, 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.org 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 64802-1404 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW.

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. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT EXCEPT AS DESCRIBED ABOVE.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS TAMKO LIMITED WARRANTY APPLIES TO TAMKO SOLAR ATTIC VENTILATOR PRODUCTS SOLD ON OR AFTER AUGUST 17, 2010 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES TO THE EXTENT ANY WOULD APPLY TO THESE PRODUCTS.

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