

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 ARBITRATION OR ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE TAMKO SA ROOFING SYSTEM PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE (1) 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 OR CONDITION 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.

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.

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 TAMKO SA ROOFING SYSTEM PRODUCTS EXCEPT AS DESCRIBED HEREIN.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO TAMKO SA ROOFING SYSTEMS SOLD ON OR AFTER OCTOBER 20, 2009 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

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.

Installation Instructions: Printed instructions on how to install TAMKO'S TAMKO SA Roofing System Products are available upon request. Call 1-800-641-4691 or visit our Web site at tamko.com.



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

Owner's Name _____

Address Where Applied _____

City _____

State _____ Zip _____

Number of Squares _____

Color _____

Date of application _____

Total cost _____

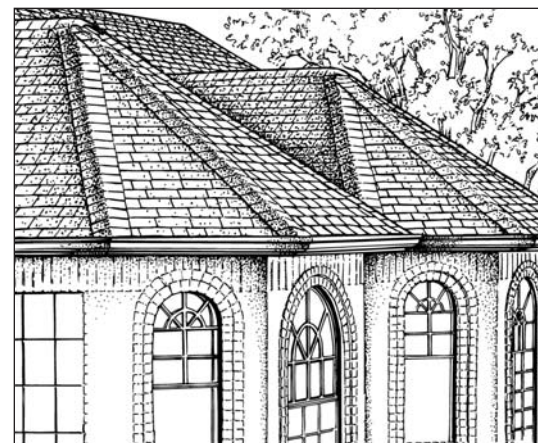
Total cost of application _____

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 and Vintage® laminated asphalt shingles, 3-tab shingles, EverGrain® and Elements® 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.



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TAMKO SA Roofing System

TAMKO Self-Adhering (SA) Cap Sheet

TAMKO Self-Adhering (SA) Base Sheet

SELF-ADHERING ROOFING SYSTEM LIMITED WARRANTY





The Owner may transfer this limited warranty one time during the first two years of the Term to a Purchaser. No other transfers are permitted.

TAMKO SA ROOFING SYSTEM LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE FOLLOWING STATES: ALABAMA, ARKANSAS, ARIZONA, FLORIDA, GEORGIA, ILLINOIS, KANSAS, KENTUCKY, LOUISIANA, MISSISSIPPI, MISSOURI, NEVADA, NEW MEXICO, OKLAHOMA, SOUTH CAROLINA, TENNESSEE AND TEXAS. 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:

"Certificate for Replacement TAMKO SA Roofing System Materials" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement TAMKO SA Base and SA Cap Products of the same color as the TAMKO SA Base and SA Cap Products which are to be replaced. If TAMKO SA Base and SA Cap Products of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available;

"Dollar Limit Per Square" means the original purchase price of defective TAMKO SA Roofing System Products calculated as a dollar value for each one hundred square feet of affected roof area (a "Square").

"Maximum Liability" means the maximum obligation of TAMKO under this Limited Warranty. TAMKO'S Maximum Obligation is to either: (a) provide the Owner with a Certificate for Replacement TAMKO SA Roofing System Products (material only); or (b) in lieu of a Certificate, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square identified above (or a prorated portion thereof after the First Year of the Term).

"TAMKO SA Roofing System" means TAMKO SA Base and SA Cap products installed in strict accordance with TAMKO's published application instructions;

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

"Purchase" means the retail purchase of the TAMKO SA Roofing System Products;

"SA Base" means the TAMKO Self-Adhering (SA) Base Sheet Membrane;

"SA Cap" means the TAMKO Self-Adhering (SA) Cap Sheet Membrane; "TAMKO" means TAMKO Building Products, Inc.;

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for a period of fifteen (15) years;

Limited Warranty: If a TAMKO SA Roofing System that has been installed in strict accordance with TAMKO's published application instructions is determined to have manufacturing defects which have directly caused leaks: During the First Year of the Term, TAMKO will provide the Owner with a Certificate for Replacement TAMKO SA Base and SA Cap Products. In lieu of a Certificate for Replacement TAMKO SA Base and SA Cap Products, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square. There is no proration during the First Year of the Term. This is TAMKO's Maximum Liability during the First Year of the Term. After the First Year of the Term, TAMKO will provide the Owner with a Certificate for a prorated quantity of replacement TAMKO SA Base and SA Cap Products. In lieu of a Certificate for Replacement TAMKO SA Base and SA Cap Products, TAMKO may, at its option, pay to the Owner a prorated portion of the Dollar Limit Per Square. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 60 months remain in the 180-month warranty Term and the TAMKO SA Roofing System is found to be defective, TAMKO will provide a Certificate for one-third of the replacement TAMKO SA Base and SA Cap Products. In this example, in lieu of a Certificate for Replacement TAMKO SA Base and SA Cap Products, TAMKO may, at its option, pay to the Owner one-third of the Dollar Limit Per Square. The remaining cost shall be the responsibility of the Owner. This is TAMKO's Maximum Liability after the First Year of the Term.

The extent of replacement is at the reasonable discretion of TAMKO. Except as expressly set forth above, TAMKO is not responsible for the cost of: flashings or metal work (other than TAMKO SA Base and SA Cap Products), or removing, installing or disposing of any materials. Tender of payment of the prorated Dollar Limit Per Square shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any claims under this Limited Warranty within thirty (30) days following discovery of leaks. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Right of Inspection and Claim Processing: TAMKO shall have a reasonable time after notification to inspect the TAMKO SA Roofing System. The Owner shall provide TAMKO with reasonable access to the TAMKO SA Roofing System for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, and photographs of the TAMKO SA Roofing System. If reasonable access 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 claim (such as by failing to provide photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty 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 to process the Owner's claim.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances for:

- 1. Faulty or improper application of the TAMKO SA Roofing System, inadequate roof deck slope or drainage or TAMKO SA Base or SA Cap Products not installed or applied in accordance with TAMKO written instructions or leaks or damages resulting from any one or more of such causes.
2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any materials, or for any costs related to such tear-off, removal, or disposal, unless otherwise stated in this Limited Warranty.
4. Removal or abatement of any asbestos present in the roof to which the TAMKO SA Roofing System is applied, or for any costs related to such removal or abatement.
5. Variations or natural changes in color, weathering, color fading, natural efflorescence, lifting, warping, blistering, surface cracks, imperfections or other changes, unless they directly cause leaks.
6. Shading, discoloration or damage due to buildup of mildew, moss, algae, fungus, other biological growth, overhanging trees, leaves, needles, branches or other debris or damage resulting from repair or attempted repair by anyone other than TAMKO or an authorized TAMKO representative.
7. Leaks or damages resulting from Acts of God (including, but without limitation, snow, ice, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact of objects, damage to the TAMKO SA Roofing System or to the roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the building, or for any defect in or failure of material used as a roof base over which the TAMKO SA Roofing System is applied or of other materials used in the application of the roof or for damage by traffic on the roof.
8. Damage to the TAMKO SA Roofing System as a result of exposure to standing water, salt spray, salt fog, fumes or chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
9. Leaks or damage to the TAMKO SA Roofing System from any cause other than inherent manufacturing defect.
10. Any TAMKO SA Roofing System Products not used for normal roof applications.
11. Damage caused by improper handling, shipment, storage, neglect, abuse, misuse or improper upkeep and maintenance.
12. Damage caused by insects and/or animals.
13. Damage caused by installation, maintenance or use of equipment installed on the roof, including, but not limited to, air conditioners, heating units, antennas, power lines or solar systems.
14. TAMKO SA Roofing System Products that have been painted or whose surface has been altered in any way after leaving TAMKO's factory, without prior written authorization from TAMKO.
15. Damage caused by factors that are beyond the control of TAMKO. The serviceable life of the TAMKO SA Roofing System Products may be affected by many factors such as quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of the underlayment. These are all factors beyond TAMKO's control and for which TAMKO makes no warranty.



Transferability: The Owner may transfer this Limited Warranty one (1) time during the first two years of the Term to a purchaser of the building upon which the TAMKO SA Roofing System Products are installed (a "Purchaser"). The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include: (a) the names of the Owner and the Purchaser, (b) the address of the building upon which the TAMKO SA Roofing System is installed, (c) the date the TAMKO SA Roofing System was installed, (d) the date of the transfer, and (e) a transfer fee of \$100.00 in the form of a money order or certified check payable to TAMKO Building Products, Inc. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph and except where prohibited by law, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO SA Roofing System is applied shall immediately terminate all liability of TAMKO for the TAMKO SA Roofing System Products, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE TAMKO SA ROOFING SYSTEM PRODUCTS OR THIS LIMITED WARRANTY 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 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: EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION 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.