THIS ENHANCED LIMITED SYSTEM WARRANTY IS NOT VALID UNTIL REGISTERED WITH TAMKO

HAILGUARD™ FIBERGLASS/ASPHALT SHINGLE EXTENDED TAMKO DIAMONDSHIELD™ ENHANCED LIMITED SYSTEM WARRANTY

TAMKO® BUILDING PRODUCTS LLC

PO BOX 97
Galena, KS 66739-0097 USA
800-641-4691
www.tamko.com

THE ORIGINAL OWNER OF CERTAIN TAMKO® LAMINATED ASPHALT SHINGLES MAY TRANSFER THIS LIMITED SYSTEM WARRANTY ONE TIME DURING THE FIRST TWENTY (20) YEARS OF THE TERM TO A PURCHASER.

The Limited System Warranty for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited System Warranty was current at time of printing. To obtain a copy of the most current version of this Limited System Warranty, visit us online at tamko.com or call us at 800-641-4691.

THE REMEDIES CONTAINED IN THIS LIMITED SYSTEM WARRANTY ("Limited System Warranty") APPLY ONLY TO SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL SHINGLES INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED SYSTEM WARRANTY DO 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.

How Long Will Your Shingles Last: It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the harsh elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of ultra-violet radiation from the sun, pollution, debris from nearby trees, and many other factors. Because no two buildings experience these and other aging factors in the same way, it is difficult to accurately predict the period of time your Shingles will last. This Limited System Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect causes your Shingles to fail to perform their intended purpose of shedding water.

Definitions - In this Limited System Warranty, certain capitalized words have specific meanings:

"Accessory Products" refers to the qualifying TAMKO® branded products from at least four (4) separate product categories shown in Table 1. The Accessory Products must be documented and registered at the same time and as part of the Limited System Warranty registration process. The HailGuard™ Extended Limited System Warranty and the High Wind Application warranty (also known as WindGuard® extended warranty) each have separate accessory requirements in addition to the Accessory Products.

"Accessory Products Warranty" means the individual and separate limited warranties provided with each of the Accessory Products, which provide all terms, conditions, limitations and disclaimers with respect to the Accessory Products. Except as expressly referenced in this Limited System Warranty the terms of the Accessory Products Warranty are applicable, remain unchanged and control in the event of any conflict of terms.

"Eligibility Requirements" means all of the following requirements have been met and confirmed for TAMKO to extend the Limited System Warranty, including providing Contractor Workmanship coverage:

1. Shingles installed must be among TAMKO's shingles listed on Table 2.
2. All roof components above the roof deck must be properly installed by a TAMKO Pro Certified Contractor.
3. Shingles and Accessory Products must not be installed over existing shingles. Complete tear-off of previously installed shingles, underlayments, and other roof components above the roof deck is required. Re-covers or roof-overs do not qualify.
4. Shingles must be installed with a minimum of four (4) qualifying Accessory Products from at least four (4) separate product categories as shown in Table 1 and as part of the same qualifying roof installation in order to be eligible for the Limited System Warranty.
5. Shingles and Accessory Products must be properly installed over all roof planes of the building. Partial installations do not qualify.
6. The Limited System Warranty MUST be registered within 90 days by a TAMKO Pro Certified Contractor after completion of the installation of the roof in connection with the registration of a Limited System Warranty. It is the responsibility of the Original Owner and not TAMKO to ensure proper and timely registration of the applicable warranties by the TAMKO Pro Certified Contractor.
7. Except as expressly stated herein, the Accessory Products Warranty sets forth all applicable terms for the Accessory Products.
8. If any eligibility requirement for the Limited System Warranty is not met, only the Standard Limited Warranty on the shingle wrapper shall remain in effect. The Limited System Warranty, applicable to System Products, shall not apply.

"Application Instructions" are the full and official application instructions for HailGuard™ Laminated Shingles found at tamko.com, which should be reviewed prior to and strictly followed during any installation. For your convenience, abbreviated application instructions are printed on the wrapper.

"Contractor Workmanship" refers to the additional coverage offered by a TAMKO Pro Certified Contractor as set forth in detail below, and which assumes that all of the Eligibility Requirements are met and the System Products are installed in strict accordance with the Workmanship Application Instructions. The scope of the Contractor Workmanship warranty shall be defined and limited by the terms of this document.

"Full Start Period" means the initial period of the Term during which TAMKO's obligation is not prorated and includes the reasonable cost of labor for roof repairs, cleaning algae from the roof, reasonable cost of tear-off, removal, and disposal of defective System Products, or replacement of any defective System Products according to this Limited System Warranty necessary to install applicable replacement System Products. The length of the Full Start Period for Shingles and other System Products is the same as that shown for the corresponding Shingle as listed in Table 2.

"Hailstone(s)" means precipitation in the form of solid ice particles that form within thunderstorm updrafts and fall to the ground as irregular spheres or lumps of ice.

"High Wind Application" means application of your TAMKO Laminated Shingles in strict accordance with the High Wind Warranty Fastening Pattern Application Instructions. (See local building codes for additional nailing requirements.) If all High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Laminated Shingles" means the HailGuard™ laminated asphalt shingle as set forth in Table 2.

"Lifetime" means the period of time beginning with the date of retail purchase of the Shingles and continuing as long as the Original Owner or a Purchaser, as defined below, owns the building upon which the Shingles are installed.

"Limited System Warranty" means (a) the TAMKO DiamondShield™ Enhanced Limited System Warranty for qualifying Shingles when installed by a TAMKO Pro Certified Contractor, with (b) qualifying Accessory Products, and (c) all Eligibility Requirements have been satisfied. The Limited Systems Warranty extends the Full Start Period on qualifying shingles as stated in Table 2 below and substitutes and replaces the Standard Limited Warranty printed on the Shingles wrapper, packaging or other materials. **The terms of this Limited System Warranty control in the event of a conflict with the terms of the Standard Limited Warranty on any Shingle wrapper, packaging or other materials.**

"Limited Wind Warranty Term" means the period of time the Limited Wind Warranty lasts, beginning on the date of retail purchase of the Shingles and continuing for the length of time set forth in Table 2.

"Original Owner" means the owner of the building at the time the System Products are installed on that building. If you purchase a new residence from its builder and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Original Owner even though the System Products were already installed.

"Purchaser" means someone who purchases from the Original Owner the building upon which the System Products are installed, but only if the purchase occurs within the first twenty (20) years for System Products and the Original Owner and Purchaser comply with the requirements in this Limited System Warranty in the section labeled "Transferability."

"Shingles" or **"Products"** means the TAMKO HailGuard™ Laminated Shingles identified in Table 2 in this Limited System Warranty which were installed on a building owned by the Original Owner.

"Single-Family Structure" means owner occupied, single family, residential structures and does not include: (a) multifamily, non-residential or non-owner-occupied structures; (b) structures owned by a corporation, partnership, limited liability company, trust, governmental entity, religious entity, school district, condominium, homeowner association, or cooperative housing arrangement; or (c) buildings such as schools, apartment buildings, office buildings, multi-use structures or any other type of building or premises not owned by an individual homeowner for his or her own residence.

"HailGuard™ System Products" refers to the following qualifying TAMKO® branded products of (1) Synthetic Guard™ underlayments, and (2) Moisture Guard® underlayment. The individual and separate limited warranties provided with each of the HailGuard™ System Products provide all terms, conditions, limitations and disclaimers with respect to the HailGuard™ System Products. Except as expressly referenced in the HailGuard™ Extended Limited System Warranty, the terms of each individual HailGuard™ System Products warranty are applicable, remain unchanged and control in the event of any conflict of terms. Additional qualifying TAMKO® branded products may be required for other extended warranties as identified in Table 1.

"System Products" means the qualifying Shingles and Accessory Products that meet all Eligibility Requirements and are installed together under this Limited System Warranty, which is also known as the TAMKO Complete® roof system.

"TAMKO" means TAMKO Building Products LLC.

"TAMKO Pro Certified Contractor" refers to a TAMKO Pro Diamond Certified Contractor, which is a professional roofing contractor that has (a) applied for and (b) been approved by TAMKO to be TAMKO Pro Diamond Certified Contractor. A TAMKO Pro Certified Contractor is able to offer this Limited System Warranty to the Original Owner when the contractor (i) meets all Eligibility Requirements; (ii) installs qualifying Shingles according to TAMKO's Application Instructions available on tamko.com; and (iii) complies with all TAMKO requirements for the issuance of this Limited System Warranty, including but not limited to, timely completion and delivery to TAMKO of all required TAMKO documents and forms and the issuance of this Limited System Warranty with no separate charge to the Original Owner.

"Term" means the period of time this Limited System Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the length of time set forth in Table 2. For TAMKO Laminated Shingles installed on a Single-Family Structure, the Term is the period of time during which the Original Owner or Purchaser owns the building. For TAMKO Laminated Shingles installed on structures other than Single-Family Structures, the Term is 480 months.

"Verified Hailstones" means hailstones measuring 3 inches or less in outer diameter (a) as determined by the National Weather Service or (b) based on Hailstone data, or evidential proof from an independent public or private source chosen by TAMKO.

"Workmanship Application Instructions" are the full and official application instructions for all Contractor Workmanship installations found at tamko.com, which include the Application Instructions, and both should be reviewed prior to and strictly followed during any installation.

TAMKO Full Start Period: If, during the Full Start Period, TAMKO determines (subject to the provisions of this Limited System Warranty) that the System Products that have been installed in strict accordance with the Application Instructions have manufacturing defects that have directly caused leaks, TAMKO will compensate the Original Owner or Purchaser for: (a) the reasonable cost of replacement System Products to repair or replace such defective System Products, and (b) the reasonable cost of labor required for roof repairs, cleaning algae from the roof, reasonable cost of tear-off, removal, and disposal of defective System Products, or replacement of any defective System Products according to this Limited System Warranty necessary to install applicable replacement System Products. Except as provided under Contractor Workmanship, this paragraph sets forth TAMKO's maximum obligation during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, TAMKO determines (subject to the provisions of this Limited System Warranty) that the Shingles that have been installed (1) by either a TAMKO Pro Certified Contractor and (2) in strict accordance with the Application Instructions available on tamko.com are determined to have manufacturing defects that have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner or Purchaser the reasonable cost of replacement Shingles to repair or replace such defective Shingles. The reasonable cost of replacement Shingles and the quantity of such replacement Shingles will be prorated. This paragraph sets forth TAMKO's maximum obligation after the Full Start Period.

EXCEPT AS PROVIDED UNDER CONTRACTOR WORKMANSHIP, TAMKO IS NOT RESPONSIBLE FOR ANY COST OF LABOR AFTER THE FULL START PERIOD.

For TAMKO Laminated Shingles, after the Full Start Period and until the end of the 40th year of the Term, the prorated remedy will be equal to the reasonable cost of replacement Shingles or the quantity of such replacement Shingles reduced by 2% for each year elapsed during the Term. Beginning with the 41st year and continuing for the remainder of the Term, the prorated remedy will be equal to 20% of the reasonable cost of replacement Shingles or the quantity of such replacement Shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

Contractor Workmanship: During the first twenty-five (25) years of this Limited Systems Warranty, if any System Product is found to have an application error that causes leaks or adversely affects performance, TAMKO will arrange to have your roof repaired or re-covered or, at TAMKO's sole option, will provide you with replacement products and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof. Contractor Workmanship coverage includes only System Products, and does not include metalwork, flashing, or disposal. Workmanship coverage does not include any non-TAMKO product. The following are not application errors and therefore not covered by Contractor Workmanship or this Limited System Warranty, including failure to: (a) install in strict accordance with the Workmanship Application Instructions and standard good roofing practices; (b) install adequate ventilation; (c) install Ice & Rain Underlayment in all valleys, around every roof penetration, skylights, and wall flashings consistent with the Workmanship Application Instructions; and (d) meet all Eligibility Requirements for this Limited System Warranty. After the first twenty-five (25) years of this Limited Systems Warranty, the terms of the TAMKO Full Start Period applies to all claims regarding the Shingles or System Products. If your claim arises out of an application error that discovered or discoverable within the first two (2) years after installation, it is the obligation of the TAMKO Pro Certified Contractor who installed the System Products to make all necessary repairs.

HailGuard™ Extended Limited System Warranty: This HailGuard™ Extended Limited System Warranty applies only if the Shingles: (a) were installed in strict accordance with Application Instructions; (b) were installed with all HailGuard™ System Products; (c) have had the opportunity to seal down; and (d) experience leaks caused by the penetration of Verified Hailstones; provided that coverage **does not apply** to (1) Hailstones with a diameter greater than 3 inches, or (2) foreign objects as described in the "Exclusions for Coverage" section. If conditions (a) through (d) have been met and during the HailGuard™ Extended Limited System Warranty Term (see Table 2), TAMKO will process the Original Owner's or Purchaser's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. If all conditions have not been met, then TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for leaks and damage resulting from hail.

120 Month - Algae Cleaning Limited Warranty: If, during the initial twelve months after installation, the Shingles become significantly stained by certain algae growth, including blue-green algae, TAMKO (subject to the provisions of this Limited System Warranty) will issue to the Original Owner or Purchaser a payment for the reasonable cost of labor required to clean the Shingles exhibiting stains (up to a maximum of $15 per one hundred square feet of affected roof area). After the initial twelve months after installation, the reasonable cost of cleaning will be prorated over the remaining months of this Algae Cleaning Limited Warranty by dividing the number of months remaining in the Algae Cleaning Limited Warranty by 120. For example, if TAMKO is notified of an Algae Cleaning Limited Warranty claim at a time when 40 months remain in the 120-month Algae Cleaning Limited Warranty, TAMKO's maximum obligation is to provide payment for one third of the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of $5 per one hundred square feet of affected roof area). TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months after installation, or (b) if the Shingles are not significantly stained by algae growth.

Limited Wind Warranty: This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with Application Instructions, and (b) the Shingles have had the opportunity to seal down.

1. **Cool Weather Installation -** Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited System Warranty. Shingles that are not exposed to direct sunlight or adequate temperatures may never seal. Failure to seal under these circumstances is not a manufacturing defect and is not covered by this Limited Wind Warranty.
2. **Remedy -** If conditions (a) and (b) have been met and during the Limited Wind Warranty Term the Shingles are damaged or blown off by winds at or below the designated wind velocity (see Table 2) as a result of a manufacturing defect, TAMKO will process the Original Owner's or Purchaser's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Original Owner or Purchaser with: (a) the reasonable labor cost of manually sealing unsealed Shingles and replacing Shingles that have blown off, and (b) payment for the reasonable cost of replacing Shingles that have blown off.
3. **How is Wind Exposure Determined?** Shingles will be conclusively deemed to have been exposed to winds in excess of the designated wind velocity for the product if the National Weather Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the Shingles in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty.

LIMITATIONS DURING AND AFTER THE FULL START PERIOD AND FOR ANY COVERAGE UNDER THIS LIMITED SYSTEM WARRANTY:

1. TAMKO is responsible for payment only after any and all terms and conditions specified in this Limited System Warranty have been fulfilled.
2. TAMKO will be solely responsible for reasonably determining the extent of replacement and any costs, including without limitation, costs of any required labor, cost of replacement Shingles, cost of algae cleaning, cost of sealing Shingles, and cost of installing replacement Shingles.
3. Except as provided herein, TAMKO is not responsible for the cost of any materials (including, but without limitation, underlayment, flashings, metal work, etc.), or labor to install any materials other than the replacement Shingles or Accessory Products or as part of the Contractor Workmanship (as provided herein), or for the cost of tearing off, removing or disposing of Shingles that are to be replaced.
4. TAMKO reserves the right to arrange directly for your Shingles or Accessory Products to be repaired, replaced, or cleaned.
5. The remedy under this Limited System Warranty is available only for System Products actually exhibiting manufacturing defects at the time the claim is settled. Replacement Shingles will be warranted only for the remainder of the original Term.
6. **ACCEPTANCE OF PAYMENT BY ORIGINAL OWNER OR PURCHASER SHALL IMMEDIATELY TERMINATE ALL OBLIGATIONS OF TAMKO FOR THE SHINGLES, INCLUDING, BUT NOT LIMITED TO, 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.**

Exclusions from Coverage: There are many reasons why roofs fail, including but not limited to the following matters, all of which are beyond TAMKO's control. TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited System Warranty or otherwise for, without limitation, the following matters:

1. Shingles that have been: (a) improperly applied, stored or handled; (b) installed without adequate ventilation; (c) not installed in strict accordance with Application Instructions and standard good roofing practices; or (d) installed over roof decks with polyurethane foam applied to the underside of the roof deck.
2. Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth, birds, or animals.
3. Leaks or damages resulting from Acts of God [including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), or other storm or casualty]; acid rain; impact of objects; damage to a roof due to movement, settlement, distortion, failure, defects or cracking of the building or its roof deck, walls or foundation; or for any defect in or failure of material used as a roof base over which the Shingles are applied; or for damage by traffic on the roof.
4. Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, gases, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
5. Except as provided under the HailGuard™ Extended Limited System Warranty, leaks or damage to the Shingles from any cause other than an inherent manufacturing defect in the Shingles.

Any terms or exclusions contained in the applicable Accessory Products Warranty are applicable to the respective Accessory Products. In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited System Warranty or otherwise for direct or indirect economic damages, or for consequential, incidental or punitive damages of any kind (some states do not permit exclusion of consequential or incidental damages so this exclusion may not apply to you), damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever; or for removal or abatement of any asbestos present in the building on which the Shingles are applied.

Notification to TAMKO: The Original Owner or Purchaser must notify TAMKO of claims under this Limited System Warranty within thirty (30) days following discovery of the potential problem with the Shingles. For claims under the HailGuard™ Extended Limited System Warranty, the Original Owner or Purchaser must notify TAMKO within ninety (90) days following the hailstorm producing Verified Hailstones alleged to have caused a leak. Visit The TAMKO Warranty Center at www.tamko.com/warrantycenter or contact TAMKO by telephone at 800-441-7190 to learn more about submitting a claim. The notice must include documentary proof of Purchase. Failure to notify TAMKO as provided herein shall terminate all obligations of TAMKO for the Shingles and Accessory Products, including, but not limited to, 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. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited System Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Original Owner or Purchaser must complete and deliver to TAMKO, at the Original Owner's or Purchaser's expense, a warranty questionnaire, photographs of the roof and samples of two Shingles that were originally installed on the roof. If reasonable access is denied or made subject to unreasonable conditions, or if the Original Owner or Purchaser fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited System Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited System Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

Transferability: The Original Owner of the Limited System Warranty may transfer this Limited System Warranty one (1) time during the first twenty (20) years of the Term to a Purchaser of the building upon which the System Products are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited System Warranty, the Original Owner must (1) provide TAMKO with written notice within thirty (30) days after the transfer, and (2) pay TAMKO a $100 transfer fee. The written notice must include the names of the Original Owner and the Purchaser, the address of the building upon which the System Products are installed, the date of retail purchase of the System Products, and the date of the transfer. The Original Owner may transfer this Limited System Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited System Warranty may not be sold, assigned or transferred in any manner whatsoever. All other transfers are "AS-IS" with no warranty of any kind. Neither a Purchaser nor any other person may transfer this Limited System Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited System Warranty is applied shall immediately terminate all obligations of TAMKO for the System Products, including, but not limited to, 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.

Class Action Waiver: YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE PRODUCTS AND/OR THIS LIMITED SYSTEM WARRANTY WILL BE ARBITRATED CONSISTENT WITH THE ARBITRATION AGREEMENT BELOW (OR, IF ARBITRATION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS (COLLECTIVELY "TBP"), ARISING FROM OR RELATING TO THE PRODUCTS AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, MASS OR PRIVATE ATTORNEY GENERAL ACTION IN ARBITRATION OR LITIGATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND TBP MAY ELECT TO HAVE A CLAIM HEARD IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION. TO ARBITRATE AN ACTION AGAINST TBP, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WWW.ADR.ORG), OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TBP AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT PO BOX 97, GALENA, KS 66739-0097. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME INDIVIDUALIZED RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCTS AND/OR THIS LIMITED WARRANTY, INCLUDING THE AUTHORITY TO IMPOSE ANY SANCTIONS AVAILABLE UNDER FEDERAL RULE OF CIVIL PROCEDURE 11. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE, OR ANY CLAIM THAT A PARTY HAS INITIATED A MASS ACTION IN VIOLATION OF THE MASS ACTION WAIVER IN THIS AGREEMENT, WHICH SHALL BE ADDRESSED BY AN AAA PROCESS ARBITRATOR. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHOULD ANY CLAIM OR CONTROVERSY NOT BE SUBJECT TO ARBITRATION (OTHER THAN IN SMALL CLAIMS COURT) YOU WAIVE THE RIGHT TO A JURY TRIAL AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN CHEROKEE COUNTY, KANSAS. ANY CLAIM OR CONTROVERSY BETWEEN YOU AND TBP SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO CONFLICT OF LAW RULES.

Actions Must Be Commenced Within One Year: Any action relating to the Shingles or this Limited System Warranty must be brought within one year after any initial cause of action has accrued. No claims will be allowed after this one-year period has expired. 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 year (or such longer period of time if mandated by applicable laws) after the date of retail purchase of the Shingles. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

DISCLAIMER OF ALL IMPLIED WARRANTIES AND LIMITATION OF REMEDIES: Remedies contained in this Limited System Warranty are exclusive and represent the sole remedies available to the Original Owner, Purchaser or any other person or entity for all matters regarding the Shingles. **IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS LLC, INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES, AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARE EXCLUDED.** Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to you. This Limited System 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 (EXCEPT THE CLASS ACTION WAIVER AND MANDATORY BINDING ARBITRATION PROVISIONS) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT THE CLASS ACTION WAIVER AND/OR THE MANDATORY ARBITRATION PROVISIONS ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, THE ENTIRETY OF THIS LIMITED SYSTEM WARRANTY (EXCEPT THIS PARAGRAPH) SHALL BE NULL AND VOID AND THE SHINGLES ARE SOLD AS-IS AND WHERE IS, WITH NO WARRANTY OF ANY KIND.**

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED SYSTEM WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES.

This form is not to be copied or reproduced in any manner. This Limited System Warranty applies to TAMKO System Products sold on or after March 1, 2026. The Limited System Warranty for your System Products is the version in effect on the date of retail purchase.

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

TABLE 1

TAMKO® PRODUCT CATEGORY	TAMKO® BRANDED QUALIFYING ACCESSORY*
Ice & Rain Underlayments	Moisture Guard® Ice & Rain Underlayment
Synthetic Underlayments	Synthetic Guard™ Underlayment Synthetic Guard™ Plus Underlayment
Starter Shingles	TAMKO® Shingle Starter** TAMKO® 10-Inch Starter TAMKO® Perforated Starter
Hip & Ridge Shingles	TAMKO® Proline® Hip & Ridge

* Only clearly marked TAMKO® branded accessory products qualify as part of an Enhanced Limited System Warranty.
** TAMKO® Shingle Starter is only eligible in the Miami-Dade regions.

TABLE 2

SHINGLE	TERM	FULL START® NON-PRORATED WARRANTY PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM	HAILGUARD™ EXTENDED LIMITED SYSTEM WARRANTY TERM
HailGuard™	Limited Lifetime†	50 Years‡	110 mph	160 mph††	15 Years	120 months	20 Years

† Lifetime applies only to Shingles installed on a Single-Family Structure. The Term is 480 months for Shingles installed on non-Single-Family Structures.
‡ Full Start® non-prorated warranty period for non-Single-Family Structures is 30 years.
†† Eligible for TAMKO's higher level WindGuard® extended warranty when using TAMKO® starter and TAMKO® hip & ridge. See Application Instructions for full details.