2. **RIGHT OF INSPECTION:**

3. of which shall be a precondition to any of TAMKO's obligations hereunder:

of, TAMKO published application instructions in testing, repair, removal, or replacement of the Product. This limited refund the original purchase price of the Product; or (2) provide the leaks result, then subject to the conditions, exclusions and other condition set forth herein, for a period of five (5) years from TAMKO product on the reverse side

TAMKO BUILDING PRODUCTS, INC.

TAMKO shall not

CONDITIONS OF REMEDIES

This Limited Warranty is personal to the original owner and is not assignable or transferable under any circumstances

This Limited Warranty is the version in effect on the date of retail purchase. Information

The Limited Warranty and Arbitration Agreement for your Product is the version in effect on the date of purchase of the TAMKO product on the reverse side

The Limited Warranty applies to Products sold on or after August 30, 2019. The Limited Warranty for your Products is the version in effect

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 application specifications provided by the Owner to TAMKO in compliance with the terms and conditions set forth in this Limited Warranty. TAMKO's most recent published application instructions, specifications or recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO's investigation of the complaint (such as by failing to inspect the Product, and if requested by TAMKO by telephone at 800-441-7190 or certified mail with return receipt requested) ofcompetent 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 application instructions, specifications, recommendations and conditions set forth in the terms and conditions of this Limited Warranty. ANY EXCLUSIONS FROM COVERAGE:

1. **EXCLUSIONS FROM COVERAGE:**

2. Damage to an any building or structure, either exterior or interior, or any property contained therein or for injuries or damage of any kind whatsoever.

3. Leaks or damages resulting from Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornados, or other violent storm or casualty or impact of objects.

4. Leaks caused by fasteners or any penetration through the Product.

5. Leaks or damages resulting from insurrection, war, riot or vandalism, exposure of the Product to ionized radiation or contamination from any nuclear source, chemical attack on the Product as the result of exposure to chemicals including, but not limited to, aromatic or aliphatic solvents, or related hydrocarbons, turpentine, oils, or organic or inorganic polar materials.

6. Inadequate drainage or leaks or damages resulting from rain, snow or sleet.

7. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.

8. Burning or structural damage or reductions, settling, shifting, distortion, failure or cracking of foundations or leaks or damage caused or attributable to food or other traffic on the roof, or for damage attributable to alterations.

9. Leaks or damage resulting from any initial installation on or prior to the installation of the Product or after the initial installation that is not consistent with TAMKO application instructions.

10. Fires or alterations to the Product or other roof components or leaks or damages resulting therefrom after the initial installation.

11. Damage to the Product due to underlying or overlying materials.

12. Damage to the Product due to underlying or overlying materials.

13. Misuse or abuse of the Product or leaks or damages resulting therefrom.

14. Fire, flood, or other workmanship or application of the Product or the overlying materials or leaks or damages resulting therefrom.

15. Invasion or contamination of roof or other materials in connection with the testing, repair, removal, or replacement of the Product or underlying or overlying materials.

16. Leaks from any cause other than inherent manufacturing defect in the Product; Products installed on roof decks with polyurethane foam applied directly to the underside of the roof deck; or Products installed in contact with polyurethane foam.

This Limited Warranty shall accrue and inure only to the original owner and is non-transferable. The Limited Warranty, if applicable, shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions including warranties of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION:

This Limited Warranty is non-transferable. Class Action Waiver: You and TAMKO agree that all claims, disputes, or actions between us arising from or relating to the Product and/or this Limited Warranty will be arbitrated on an individual basis, or, if in the opinion of TAMKO, the claim is made as an individual action and not as part of a class action, in accordance with the rules of the American Arbitration Association. In addition, mediation, arbitration, and mediation service or other arbitration service agreed to in writing by you and TAMKO, and provide written notice to TAMKO of any claim you (or any person or entity on whose behalf you claim to be acting) intend to bring against TAMKO. TAMKO shall not have the authority to remove the same relief as would be available to you in court. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the rules of the court having jurisdiction. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with.

This Limited Warranty is non-transferable. Class Action Waiver: You and TAMKO agree that all claims, disputes, or actions between us arising from or relating to the Product and/or this Limited Warranty will be arbitrated on an individual basis, or, if in the opinion of TAMKO, the claim is made as an individual action and not as part of a class action, in accordance with the rules of the American Arbitration Association. In addition, mediation, arbitration, and mediation service or other arbitration service agreed to in writing by you and TAMKO, and provide written notice to TAMKO of any claim you (or any person or entity on whose behalf you claim to be acting) intend to bring against TAMKO. TAMKO shall not have the authority to remove the same relief as would be available to you in court. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the rules of the court having jurisdiction. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with. TAMKO does not practice engineering or architecture, and recommendations, and unless all of the terms and conditions set forth in this Limited Warranty have been complied with.

This Limited Warranty is the version in effect on the date of retail purchase of the TAMKO product on the reverse side

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TAMKO BUILDING PRODUCTS, INC.

TAMKO shall not

CONDITIONS OF REMEDIES

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. **NOTIFICATION TO TAMKO:**

2. **RIGHT OF INSPECTION:**

3. have a reasonable time after notification of a leak to inspect the Product, and if requested by TAMKO, the owner must cooperate in such inspection at the owner’s own expense, as provided in the contract of sale. TAMKO’s obligation under this Limited Warranty shall immediately terminate. If TAMKO determines that the leak was caused by factors (other than those which TAMKO could control) attributable to the Contractor, or if the owner fails or refuses to cooperate in TAMKO’s investigation of the leak, TAMKO’s obligation under this Limited Warranty shall also terminate. If TAMKO determines that the leak was caused by factors (other than those which TAMKO could control) attributable to the Owner, or if the owner fails or refuses to cooperate in TAMKO’s investigation of the leak, TAMKO’s obligation under this Limited Warranty shall also terminate.

4. **RECOMMENDATIONS AND LIMITED WARRANTY:**

5. It shall be the Contractor’s or owner’s responsibility to provide all requests and or conditions of the Parties contained in this Agreement are satisfied, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale or transfer of this Limited Warranty shall be rendered invalid or unenforceable. The entirety of this Limited Warranty (except this Paragraph 15) shall be null and void and the Products sold as-is and where-is, with no warranty of any kind.

NO-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the original owner and is non-transferable. The Limited Warranty, if applicable, shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions including warranties of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION:

This Limited Warranty is the version in effect on the date of retail purchase of the TAMKO product on the reverse side

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4. **RECOMMENDATIONS AND LIMITED WARRANTY:**

5. In no event shall TAMKO be liable under this Limited Warranty or otherwise unless the Product has been stored, handled, installed and maintained in compliance with TAMKO’s application instructions, specifications and recommendations, and unless all of the terms and conditions of this Limited Warranty have been complied with. TAMKO shall have a reasonable time after receipt of the information to process the Owner’s claim. TAMKO’s obligation under this Limited Warranty, if applicable, shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions including warranties of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION:

This Limited Warranty is the version in effect on the date of retail purchase of the TAMKO product on the reverse side

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TAMKO BUILDING PRODUCTS, INC.
LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER’S NAME: ____________________________

ADDRESS WHERE APPLIED: ____________________________

CITY: ____________________________ STATE: ____________________________ ZIP: ____________________________

☐ TW Metal & Tile 60 Months (5 Year) Limited Warranty
☐ TW Underlayment 60 Months (5 Year) Limited Warranty
☐ Moisture Guard® 60 Months (5 Year) Limited Warranty
☐ TW Seam Tape 60 Months (5 Year) Limited Warranty

MATERIAL PURCHASED FROM: ____________________________

DATE OF APPLICATION: ____________________________

CONTRACTOR’S NAME: ____________________________

CONTRACTOR’S ADDRESS: ____________________________

CITY: ____________________________ STATE: ____________________________ ZIP: ____________________________

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR’S RECEIPT(S) FOR FUTURE REFERENCE

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P.O. Box 97
Galena, KS 66739-0097
USA

800-641-4691
www.tamko.com

TW METAL & TILE • TW UNDERLayment • MOISTURE GUARD® • TW SEAM TAPE

BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO® for building products. Today, we offer a wide range of building products, including Heritage® Laminated Asphalt Shingles, Elite Glass-Seal® 3-tab Shingles, MetalWorks® steel shingles, waterproofing materials and ventilation products.