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

The remedies contained in this LIMITED WARRANTY AND ARBITRATION AGREEMENT (“LIMITED WARRANTY”) APPLY ONLY TO PRODUCTS INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK), ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY DO NOT APPLY ARE SOLD "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How Long Will Your Products Last? It is natural for Products to age. The protection of the Warranty is designed to keep your Product in place and intact, buffeted by the harsh elements of nature. The length of time your Product will continue to perform its intended purpose of maintaining a watertight seal will depend on many factors, including, but not limited to, exposure to ultra-violent radiation from the sun, pollution, and debris. 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 Product will last under this Limited Warranty, subject to its terms and conditions. Protection of the Product during this “term” (as defined below) in the event a manufacturer defect causes your Product to fail to perform its intended purpose.

TERMS AND CONDITIONS

TAMKO BUILDING PRODUCTS, INC. ("TAMKO"), warrants to the original consumer purchaser (the “Owner”) that, subject to the conditions set forth herein, for a period of five (5) years from the date of manufacture of the Product and subject to the terms and conditions of this Limited Warranty, the Product will be free from defects in material and workmanship. This warranty is personal to the original owner and is not assignable or transferable under any circumstances except where prohibited by law, any assignment, sale or transfer of this Limited Warranty or of the building to which it relates shall extinguish all obligations of the Owner herewith acknowledged that this Limited Warranty, including, but not limited to, terms of warranty, conditions, specifications or construction or in any way constitute an acknowledgment of the authenticity of the Original Building Products, its authorized representative shall not constitute a warranty, representation or confirmation of the Owner’s authority:

1. NOTIFICATION TO TAMKO: The Owner must notify TAMKO by telephone at 800-641-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days from the discovery of the problem or defect in the Product. The notice must document immediate proof of purchase. Failure of the Owner to notify TAMKO as provided herein extinguishes all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor of the problem does NOT notify TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

2. RIGHT TO INSPECT: TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if requested by TAMKO, the Owner must cooperate and deliver to TAMKO at the owner’s expense, a warranty questionnaire, photographs of the structure and or samples of the Product. 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 complaint (such as by failing to cooperate in answering the warranty questionnaire), TAMKO’s obligation under this Limited Warranty shall immediately terminate. If TAMKO determines that the claim is not covered by the Limited Warranty, TAMKO shall have a reasonable time after receipt of the information to the process the Owner’s authorization. If writing by TAMKO, any claim for Product that has been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

3. COMPLIANCE WITH TAMKO INSTRUCTIONS: RECOMMENDATIONS AND Limited Warranty: In no event shall TAMKO be liable under this Limited Warranty for any of TAMKO’s product that has been installed, handled, installed and maintained in compliance with TAMKO’s application instructions, specifications and recommendations, and unless all of the terms and provisions of this Limited Warranty have been complied with.

4. BUILDING AND STRUCTURE PLANS: Because TAMKO does not practice engineering or architecture, neither the issuance of this Limited Warranty nor any review or inspection of the building, structure, plans, specifications or construction by a TAMKO representative shall constitute any warranty or representation by TAMKO with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and conditions of this Limited Warranty. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.

5. NONWAIVER: The Owner agrees that any post application inspection of the Product by TAMKO or its authorized representative shall not constitute a waiver of any terms, conditions, or limitations set forth in this Limited Warranty. TAMKO’s inspection, 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 and recommendations. FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLICITED BY THE OWNERSHIP TO DETERMINE THAT THE PROPERTY HAS BEEN INSTALLED IN COMPLIANCE WITH (I) ANY CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER, (II) TO THE CONTRACTOR AND (III) THE TERMS OF SERVICE APPLICABLE TO THE PRODUCT.

EXCLUSIONS FROM COVERAGE: TAMKO shall not be liable under any circumstances for:

1. Damage to any building or structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.

2. Damage resulting from acts of God, including, but not limited to, lightning, flood, water, hurricane, tornado, hail or other violent storm or casualty or impact of objects.

3.Structural failures or defects in the building(s) or structure(s) to which the Product is applied, building or structural expansion or additions or reductions, settling, shifting, foundation, crack or formations of other system components exceeding 1/16” or leaks.

4. Additional costs not specifically associated with or on or through the Product after the initial installation.

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

6. Misuse or abuse of the Product.

7. Faulty or improper workmanship or application of the Product.

8. Removal or replacement of materials in connection with the testing, repair, removal, or replacement of the Product.

9. 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 Owner of the Product and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale or transfer of this Limited Warranty or of the building to which the Product is applied shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION: ANY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS, INCLUDING WITHOUT LIMITATION ANY CLAIM OR CONTROVERSY THAT A LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO MAKE OR DEFEND ANY CLAIM OR CONTROVERSY AGAINST TAMKO, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS LIMITED WARRANTY IS UNCONSCIONABLE, UNCONTESTED, OR NOT ENFORCEABLE OR UNCONSCIONABLE, WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO CONSOLIDATE OR JOINTLY MANAGE ANY CLAIM OR CONTROVERSY WITH ANY OTHER PERSON OR ENTITY FOR ALL MATTERS REGARDING THE PRODUCT, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER PERSON OR ENTITY FOR ALL MATTERS REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. WHETHER鋪 THROUGH REFUND OR REPAIR. THIS LIMITED WARRANTY IS PERSONAL TO THE ORIGINAL OWNER AND IS NOT ASSIGNABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES EXCEPT WHERE PROHIBITED BY LAW, ANY ASSIGNMENT, SALE OR TRANSFER OF THIS LIMITED WARRANTY OR OF THE BUILDING TO WHICH THE PRODUCT IS APPLIED SHALL EXTINGUISH ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS, INC. INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES, CONSEQUENTIAL, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES, 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 Warranty gives you specific legal rights and you may also have other rights which vary from state to state. INVALIDITY OR UNENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCIONABILITY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCIONABILITY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCONACY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCONACY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCONACY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. INABILITY OR UNCONSCONACY OF ANY OTHER PROVISION, ALL OF WHICH MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
**LIMITED WARRANTY INFORMATION**

To be completed by Owner and Contractor

| TW Moisture Wrap 60 Months (5 Year) Limited Warranty |
| TW Thru-Wall Flashing 60 Months (5 Year) Limited Warranty |
| TW Flash-N-Wrap 25 60 Months (5 Year) Limited Warranty |
| TW Flash-N-Wrap 40 60 Months (5 Year) Limited Warranty |
| TW Flash-N-Wrap Pro 60 Months (5 Year) Limited Warranty |

**MATERIAL PURCHASED FROM:**

**DATE OF APPLICATION:**

**CONTRACTOR’S NAME:**

**CONTRACTOR’S ADDRESS:**

**CITY:**  
**STATE:**  
**ZIP:**

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

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**TW MOISTURE WRAP, TW THRU-WALL FLASHING, TW FLASH-N-WRAP®**

**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, MetaWorks® steel shingles, waterproofing materials, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.