

- 12. Repairs or alterations to the TAMKO Product or roof system into which it is incorporated unless in compliance with TAMKO's published application instructions and good roofing practices.
- 13. Chemical attack on the TAMKO Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
- 14. Building expansion or additions or reductions, settling, shifting, distortion, failure or cracking of roof deck, walls or foundation of a building, or for damage caused by or attributable to traffic on the roof; or for damage caused by or attributable to alterations.
- 15. Structural defects or failures in the building(s) to which the TAMKO Product is applied.
- 16. Splitting, cracking, blistering, delamination or separation of the Product due to underlying materials (e.g. insulation) or ponding water.
- 17. Damage caused by roofing products that are not manufactured by TAMKO or not covered under this Limited Warranty.

No Modification of This Limited Warranty: Only TAMKO's President has authority to modify or waive any provisions of this Limited Warranty or assume for TAMKO any additional obligations in connection with the Product. This means no TAMKO representative, roofer, contractor, distributor or any other person that you may deal with has the authority to change or expand the terms and obligations stated in this Limited Warranty.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO PRODUCT SOLD ON OR AFTER FEBRUARY 1, 2015 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES WITH RESPECT TO PRODUCTS SOLD AFTER THAT DATE.



**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 Address _____

Contractor's Signature _____

Date _____

Material purchased from:

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 products includes: MetalWorks® steel shingles, Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, Awaplan™ and other rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality and performance.



**AWAPLAN™
Tam-Ply IV®
TAMKO Glass-Base®
Versa-Base®
Tam-Cap®
TAMKO SA Cap
TAMKO SA Base
AwaBase SA
Awa NailBase**



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

©2017 TAMKO Building Products, Inc.
TAMKO®, Tam-Cap®, TAMKO Glass-Base®, Tam-Ply IV and Versa-Base® are registered trademarks and Awaplan™ is a trademark of TAMKO Building Products, Inc.



**LOW-SLOPE
ROOFING PRODUCTS
LIMITED WARRANTY AND
ARBITRATION AGREEMENT**



This Limited Warranty is personal to the Original Owner and is not assignable or transferable under any circumstances

The Limited Warranty and Arbitration Agreement applicable to your Product is the version in effect on the date of retail purchase. Information included in this version was current at time of printing. Call TAMKO at 800-641-4691 or check our website (www.tamko.com) for a copy of the latest version of this Limited Warranty. There are certain capitalized words that have defined meanings; see the section below titled Definitions. If you are not satisfied with the terms and conditions of this Limited Warranty, return all unopened marketable packages to the original place of purchase for a refund.

TAMKO® LOW-SLOPE ROOFING PRODUCTS LIMITED WARRANTY

How Long Will A Roofing Product Last: It is natural for your roof to age. The process begins as soon as the Product is installed and exposed to the elements of nature. The length of time this Product will continue to perform its intended purpose of shedding water will depend on many factors, including weather, snow, intensity of the sun, pollution, walking on the roof and debris from nearby trees. 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. This Limited Warranty, subject to its terms and conditions, provides the Original Owner a remedy in the event a manufacturing defect directly results in leaks during the Term.

Mandatory Binding Arbitration: Every claim or controversy between You and TAMKO and/or its employees and agents, arising from or relating to the Product and/or this Limited Warranty shall be resolved by final and binding arbitration. Notwithstanding the foregoing, individuals who purchased the Product for personal, family or household purposes may pursue a claim in any small claims court with jurisdiction provided the claim is made as an individual action and not as part of a class. To arbitrate an action against TAMKO, You must initiate the arbitration in accordance with the applicable rules of the American Arbitration Association, the Judicial Arbitration and Mediation Service or other arbitration service agreed to in writing by You and TAMKO, and provide written notice to TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404. The arbitrator shall have the authority to render the same relief as a court of competent jurisdiction when resolving disputes regarding the Product and/or this Limited Warranty. When allowed by the rules of arbitration, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

Class Action Waiver: You and TAMKO agree that any action between us arising from or relating to the Product and/or this Limited Warranty will be arbitrated (or, if arbitration of the action is not permitted by law, litigated)

individually and neither party will consolidate, or seek Class treatment for any action unless previously agreed to in writing by both You and TAMKO.

Where Is Coverage Available: This Limited Warranty applies only to the Product installed in the forty-eight contiguous United States. **ALL PRODUCT INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND.**

Actions Must Be Commenced Within One Year: Any action relating to the Product or this Limited Warranty must be brought within one year after any 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 purchase. 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 Warranty are exclusive and represent the sole remedies available to the Original Owner or any other person or entity for all matters regarding the Product. **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, INC. ARE EXCLUDED.** 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. 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, all of which shall remain in full force and effect.

Definitions: Certain capitalized words have specific meanings:

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 being replaced. If Product of the same type or color is no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement Product may not match the original Product due to many factors, including but not limited to, normal weathering and manufacturing conditions.

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

Product- means the TAMKO Low-Slope roofing product listed in Table 1 below, installed on a building owned by the Original Owner.

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 of the Product and continues, unless sooner terminated, for the number of months set forth in Table 1.

You or Your- means the Original Owner.

TABLE 1
Type of TAMKO Low-Slope Product Applied and Limited Warranty Term:

AWAPLAN™	180 months (15 Years)
Tam-Ply IV®	120 months (10 Years)
TAMKO Glass-Base®	60 months (5 Years)
Versa-Base®	60 months (5 Years)
Tam-Cap®	120 months (10 Years)
TAMKO SA Cap*	180 months (15 Years)
TAMKO SA Base*	60 months (5 Years)
AwaBase SA	60 months (5 Years)
Awa Nailbase	60 months (5 Years)

*If TAMKO SA CAP and TAMKO SA BASE are applied together as a system then the TAMKO Self-Adhering Roofing System Limited Warranty may apply if installed in accordance with the approved uses as indicated in the TAMKO Self-Adhered Roofing System application instructions.

Transferability: This Limited Warranty may not be transferred. Any assignment, sale or transfer of this Limited Warranty or the building on which the Product is applied shall immediately terminate all obligations of TAMKO for the Product.

Remedy: If a Product that has been installed in strict accordance with the application instructions in effect at the time of application is determined to have manufacturing defects which have directly caused leaks, and You have provided notice to TAMKO in accordance with the Notification section below, TAMKO will provide You a prorated Material Certificate for replacement Product (or, at TAMKO's option, pay to You the reasonable cost for replacement product which will be prorated). Tender of this remedy shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. 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 the Product), or removing, installing or disposing of any materials.

How Proration Works: 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 Limited Warranty claim at a time when 60 months remain in a 180 month Term, TAMKO's maximum obligation is to provide a Material Certificate for one third of the replacement Product or, at TAMKO's option, payment of one-third of the replacement Product's cost. All remaining costs shall be the responsibility of the owner.

Notification to TAMKO: You must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days following discovery of a leak in the Product. The notice must include documentary proof of purchase. If You fail to notify TAMKO as provided herein all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions shall terminate immediately. **NOTE:** Notice to your contractor, dealer, or builder is NOT notice to TAMKO.



Right of Inspection and Claim Processing: TAMKO shall have a reasonable time after notification to process your claim. If TAMKO requests, You must provide TAMKO with reasonable access to the Product for purposes of inspection. If requested by TAMKO, You must complete and deliver to TAMKO, at Your expense, a warranty questionnaire, and photographs of the Product. If reasonable access is denied or made subject to unreasonable conditions by You, or if You fail or refuse 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. Unless authorized in writing by TAMKO, any claim for Products that have been replaced or repaired prior to resolution of Your claim by TAMKO may be denied.

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 Warranty or otherwise for:

1. Product not installed in strict accordance with the application instructions in effect at the time of the application and/or Product that has been improperly stored or handled.
2. Any labor or other costs related to installation, tear-off, removal, or disposal of any materials.
3. Removal or abatement of any asbestos present in the building on which the Product is applied.
4. Direct or indirect economic damages, or for consequential or incidental 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.
5. Damage or deterioration to the Product, roof or base flashing resulting from inadequate drainage.
6. Leaks attributable to installation of the Product on buildings with abnormally high internal humidity conditions.
7. Deterioration of the Product caused by infiltration or condensation of moisture around or under the roof deck, coping, walls, or un-bonded flashings, or failure to ensure roof drains are not clogged, pitch pans full, flashings, walls and copings are not properly sealed and maintained in a watertight condition, failure to keep the roof free from all debris, failure to maintain all AC units, ventilators, grease traps, sky lights and other equipment, or any other failure to properly maintain the roof.
8. Any failure of non-TAMKO flashing whether of asphalt or other materials.
9. Leaks or damages resulting from Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hailstorm, or impact of objects or other storm or casualty.
10. Civil insurrection, war, riot, or vandalism.
11. Exposure of the TAMKO Product to ionized radiation or contamination by radioactivity from any nuclear source.