

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



P.O. Box 97  
Galena, KS 66739-0097  
800-641-4691  
www.tamko.com

# AWAPLAN, SA CAP, SA BASE, VERSA-BASE LIMITED WARRANTY AND ARBITRATION AGREEMENT

**AWAPLAN® • VERSA-BASE® • TAMKO SELF-ADHERING (SA) CAP SHEET • TAMKO SELF-ADHERING (SA) BASE**

The Limited Warranty and Arbitration Agreement ("Limited Warranty") 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 TAMKO SA ROOFING SYSTEMS INSTALLED IN THE UNITED STATES (EXCLUDING HAWAII AND ALASKA) AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN 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.**

**How Long Will A Roofing Product Last:** It is natural for Products to age. The process begins as soon as your Product is installed and exposed to the harsh elements of nature. The length of time your Product will continue to perform its intended purpose of shedding water will depend on many factors, including weather, snow, exposure to ultra-violet 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. This Limited 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 Product to fail to perform its intended purpose.

**Definitions:** In this Limited Warranty 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 LLC.

**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.

**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 the Original Owner 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.

TABLE 1.

TAMKO PRODUCT	TERM
Awaplan®	180 months
Versa-Base®	60 Months
TAMKO Self-Adhering (SA) Cap Sheet*	180 months
TAMKO Self-Adhering (SA) Base Sheet*	60 months

\* If TAMKO Self-Adhering (SA) Cap Sheet and TAMKO Self-Adhering(SA) Base Sheet are applied together as a system then the TAMKO Self-Adhering Roof System Limited Warranty and Arbitration Agreement may apply if installed in accordance with the approved uses as indicated in the TAMKO Self-Adhered Roofing System Application Instructions. Go to tamko.com for details or contact TAMKO at 800-641-4691.

**Notification to TAMKO:** You must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 97, Galena, KS 66739-0097 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 Time for Payment:** TAMKO shall have a reasonable time after notification of a claim to inspect the Product. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the Product 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 the Product. 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 Product or 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 a reasonable time after the inspection of the Product to process the claim. Unless authorized in writing by TAMKO, any claim for Product 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:

- 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.
- Any labor or other costs related to installation, tear-off, removal, or disposal of any materials.
- Removal or abatement of any asbestos present in the building on which the Product is applied.
- 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.
- Damage or deterioration to the Product, roof or base flashing resulting from inadequate drainage.
- Leaks attributable to installation of the Product on buildings with abnormally high internal humidity conditions.
- 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.
- Any failure of non-TAMKO flashing whether of asphalt or other materials.
- 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.
- Civil insurrection, war, riot, or vandalism.
- Exposure of the TAMKO Product to ionized radiation or contamination by radioactivity from any nuclear source.
- 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.
- 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.
- 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.
- Structural defects or failures in the building(s) to which the TAMKO Product is applied.
- Splitting, cracking, blistering, delamination or separation of the Product due to underlying materials (e.g. insulation) or ponding water.
- Damage caused by roofing products that are not manufactured by TAMKO or not covered under this Limited Warranty.

**Class Action Waiver:** YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE SHINGLES 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.

**MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE SHINGLES FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING 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 97, GALENA, KS 66739-0097. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE SHINGLES AND/OR THIS LIMITED WARRANTY. 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. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.**

**Actions Must Be Commenced Within One Year:** Any action relating to the Shingles or this Limited 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 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 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 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 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 Warranty applies to TAMKO Shingles sold on or after August 30, 2019. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.**

**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.**

COMPLETE FORM ON REVERSE SIDE AND  
KEEP FOR YOUR RECORDS

JP70420 11/13/2019  
**41000574**

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



800-641-4691  
www.tamko.com

## LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME: \_\_\_\_\_

ADDRESS WHERE APPLIED: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> AWAPLAN®                      | 180 months (15 Year) Limited Warranty |
| <input type="checkbox"/> Versa-Base®                   | 60 months (5 Year) Limited Warranty   |
| <input type="checkbox"/> TAMKO Self-Adhering (SA) Cap  | 180 months (15 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Self-Adhering (SA) Base | 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



**AWAPLAN® • VERSA-BASE® • TAMKO SELF-ADHERING (SA) CAP SHEET • TAMKO SELF-ADHERING (SA) BASE**

## 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.