Excusions from Coverage: TAMKO shall not be liable under any circumstances for:
1. Faulty or improper application or maintenance of the Product, or Product not installed or applied in accordance with TAMKO’s written instructions to the installer on the packaging or labels, insufficient ventilation or damages resulting therefrom.
2. Damage to any building, either interior or exterior, or property connected thereto, for or injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any Product or shingles, or for any costs related to such tear-off, removal, or disposal or the cost of labor for repair or replacement of the Product or shingles.
4. Removal or abatement of any asbestos present in the roof to which the shingles are applied, or for any costs related to such removal or abatement.
5. Leaks, lack of ventilation or damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact or weight of objects or damage to the Product or roof due to settlement, fracture or cracking of the roof deck, walls or foundation of a building, or for any defect in or failure of material used as a roof base over which the Product or shingles are applied, or for any costs related to such a roof.
6. Exposure to harmful materials or chemicals directly applied or in the atmosphere including, but not limited to salt spray and acid rain.
7. Insufficient ventilation, leaks or damage 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 first consumer purchaser or 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 the Limited Warranty or the building to which the Product is applied shall extinguish all obligations of TAMKO contained herein. Hereunder and all implied warranties and conditions including warranties of merchantability and fitness for a particular purpose.

Class Action Waiver: You and TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED UNDER LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH OF US.

MANDATORY BINDING ARBITRATION IN THIS AGREEMENT: ARBITRATION OF EACH 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 B שתיתירותチャツ, Notwithstanding the foregoing, individuals who purchased the product for personal, family or household purposes may pursue a claim in any small claims court having jurisdiction provided the claim is brought individually 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 agreed upon arbitration service. The arbitration service agrees to arbitrate by written or oral testimony, as permitted by the applicable rules. TAMKO shall have the right to rend the same relief as a court of competent jurisdiction when resolving disputes relating to the Product 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 any claim that all or any portion 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.

You are also subject to the terms and conditions of TAMKO BUILDING PRODUCTS LIMITED WARRANTY AND ARBITRATION AGREEMENT for the shingles included in the product. This Limited Warranty gives you specific legal rights and you may have other rights which vary from state to state.

INTEGRITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN (EXCEPT THE CLASS ACTION WAIVER AND/OR THE MANDATORY BINDING ARBITRATION PROVISIONS) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISIONS OF THIS AGREEMENT. IN THE EVENT THE VALIDITY OR ENFORCEABILITY OF ANY PROVISION HEREIN (EXCEPT THE CLASS ACTION WAIVER AND/OR THE MANDATORY BINDING ARBITRATION PROVISIONS) IS VOID OR VOIDABLE, THE ENTIRETY OF THIS AGREEMENT (EXCEPT THIS PARAGRAPH) SHALL BE NULL AND VOID AND THE SHINGLES ARE SOLD AS-IS AND WHERE IS, WITH NO WARRANTY.

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 PRODUCT EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to Products sold on or after May 1, 2017. The Limited Warranty for your 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 WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

EXCLUSIONS FROM COVERAGE: TAMKO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR:
1. FAULTY OR IMPROPER APPLICATION OR MAINTENANCE OF THE PRODUCT, OR PRODUCT NOT INSTALLED OR APPLIED IN ACCORDANCE WITH TAMKO’S WRITTEN INSTRUCTIONS TO THE INSTALLER ON THE PACKAGING OR LABELS, INSUFFICIENT VENTILATION OR DAMAGES RESULTING THEREFROM.
2. DAMAGE TO ANY BUILDING, EITHER INTERIOR OR EXTERIOR, OR PROPERTY CONNECTED THERETO, FOR OR INJURIES OR DAMAGES OF ANY KIND WHATSOEVER.
3. TEAR-OFF, REMOVAL, OR DISPOSAL OF ANY PRODUCT OR SHINGLES, OR FOR ANY COSTS RELATED TO SUCH TEAR-OFF, REMOVAL, OR DISPOSAL OR THE COST OF LABOR FOR REPAIR OR REPLACEMENT OF THE PRODUCT OR SHINGLES.
4. REMOVAL OR ABATEMENT OF ANY ASPEROSITOS PRESENT IN THE ROOF TO WHICH THE SHINGLES ARE APPLIED, OR FOR ANY COSTS RELATED TO SUCH REMOVAL OR ABATEMENT.
5. LEAKS, LACK OF VENTILATION OR DAMAGES RESULTING FROM ACTS OF GOD (INCLUDING, BUT WITHOUT LIMITATION, LIGHTNING, WIND, HURRICANE, TORNADO, HAIL, OR OTHER VIOLENT STORM OR CASUALTY), IMPACT OR WEIGHT OF OBJECTS OR DAMAGE TO THE PRODUCT OR ROOF DUE TO SETTLEMENT, FRACTURE OR CRACKING OF THE ROOF DECK, WALLS OR FOUNDATION OF A BUILDING, OR FOR ANY DEFECT IN OR FAILURE OF MATERIAL USED AS A ROOF BASE OVER WHICH THE PRODUCT OR SHINGLES ARE APPLIED, OR FOR ANY COSTS RELATED TO SUCH A ROOF.
6. EXPOSURE TO HARMFUL MATERIALS OR CHEMICALS DIRECTLY APPLIED OR IN THE ATMOSPHERE INCLUDING, BUT NOT LIMITED TO SALT SPRAY AND ACID RAIN.
7. INSUFFICIENT VENTILATION, LEAKS OR DAMAGE 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 FIRST CONSUMER PURCHASER OR 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 THE LIMITED WARRANTY OR THE BUILDING TO WHICH THE PRODUCT IS APPLIED SHALL EXTINGUISH ALL OBLIGATIONS OF TAMKO CONTAINED HEREUNDER AND ALL IMPLIED WARRANTIES AND CONDITIONS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CLASS ACTION WAIVER: YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED UNDER LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH OF US.

MANDATORY BINDING ARBITRATION IN THIS AGREEMENT: ARBITRATION OF 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 BINTIFERENCES, NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE PRODUCT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS BROUGHT INDIVIDUALLY 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 AGREED UPON ARBITRATION SERVICE. THE ARBITRATION SERVICE AGREES TO ARBITRATE BY WRITTEN OR ORAL TESTIMONY, AS PERMITTED BY THE APPLICABLE RULES. TAMKO SHALL HAVE THE RIGHT TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES RELATING TO THE PRODUCT 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 ANY CLAIM THAT ALL OR ANY Portion 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 ATTORNEYS’ FEES.

This Limited Warranty is personal to the original owner and is not assignable or transferable under any circumstances.
LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER’S NAME:

ADDRESS WHERE APPLIED:

CITY: STATE: ZIP:

TYPE OF TAMKO SHINGLE APPLIED:
- TAMKO Elite Glass-Seal: 300 Months (25 Year) Limited Warranty
- TAMKO Heritage: 360 Months (30 Year) Limited Warranty
- TAMKO Heritage Woodgate: 360 Months (30 Year) Limited Warranty
- TAMKO Heritage Premium: 480 Months (40 Year) Limited Warranty
- TAMKO Heritage Vintage: 480 Months (40 Year) Limited Warranty
- TAMKO Roll Vent: 300 Months (25 Year) Limited Warranty
- TAMKO Rapid Ridge: 360 Months (30 Year) Limited Warranty
- TAMKO CoolRidge Non Filtered: 600 Months (50 Year) Limited Warranty
- TAMKO CoolRidge Filtered: 600 Months (50 Year) Limited Warranty
- TAMKO Xtractor Vent XLP Turbo: 600 Months (50 Year) Limited Warranty

NUMBER OF LINEAR FEET: DATE OF APPLICATION:

TOTAL COST OF PRODUCT:

CONTRACTOR’S NAME: COMPANY NAME:

CONTRACTOR’S SIGNATURE:

DATE:

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

TAMKO BUILDING PRODUCTS
P.O. Box 1404
Joplin, MO 64802-1404
USA
800-641-4691
www.tamko.com

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CoolRidge, Xtractor Vent, XLP Turbo and QuickVent Limited Warranty Period:
- TAMKO Roll Vent and Rapid Ridge Limited Warranty Period:
- TAMKO CoolRidge Filtered Limited Warranty Period:

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, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.