

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



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

TAMKO® SA ROOFING SYSTEM LIMITED WARRANTY AND ARBITRATION AGREEMENT

TAMKO SELF-ADHERING (SA) CAP SHEET • TAMKO SELF-ADHERING (SA) BASE SHEET

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 Your Products 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, the period of time exposed to the sun and elements, pollution, and application technique. 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 leak.

TERMS AND CONDITIONS

TAMKO BUILDING PRODUCTS, INC. In this Limited Warranty certain capitalized words have specific meanings:

"Certificate for Replacement TAMKO SA Roofing System

Materials means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement TAMKO SA Base and SA Cap Products of the same color as the TAMKO SA Base and SA Cap Products which are to be replaced. If TAMKO SA Base and SA Cap Products of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available;

"Dollar Limit Per Square" means the original purchase price of defective TAMKO SA Roofing System Products calculated as a dollar value for each one hundred square feet of affected roof area (a "Square").

"Maximum Liability" means the maximum obligation of TAMKO under this Limited Warranty. TAMKO'S Maximum Obligation is to either: (a) provide the Owner with a Certificate for Replacement TAMKO SA Roofing System Products (material only); or (b) in lieu of a Certificate, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square identified above (or a prorated portion thereof after the First Year of the Term).

"TAMKO SA Roofing System" means TAMKO SA Base and SA Cap products installed in strict accordance with TAMKO's published application instructions;

"Owner" means the owner of the building at the time the TAMKO SA Roofing System is installed on that building. If you purchase a new building and are the first person to occupy the building, TAMKO will consider you to be the Owner even though the TAMKO SA Roofing System was already installed;

"Purchase" means the retail purchase of the TAMKO SA Roofing System Products;

"SA Base" means the TAMKO Self-Adhering (SA) Base Sheet Membrane;

"SA Cap" means the TAMKO Self-Adhering (SA) Cap Sheet Membrane;

"TAMKO" means TAMKO Building Products, Inc.;

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for a period of fifteen (15) years;

Limited Warranty: If a TAMKO SA Roofing System that has been installed in strict accordance with TAMKO's published application instructions is determined to have manufacturing defects which have directly caused leaks: During the First Year of the Term, TAMKO will provide the Owner with a Certificate for Replacement TAMKO SA Roofing System Materials. In lieu of a Certificate for Replacement TAMKO SA Roofing System Materials, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square. There is no proration during the First Year of the Term. This is TAMKO's Maximum Liability during the First Year of the Term. After the First Year of the Term, TAMKO will provide the Owner with a Certificate for a prorated quantity of replacement TAMKO SA Roofing System Materials. In lieu of a Certificate for Replacement TAMKO SA Roofing System Materials, TAMKO may, at its option, pay to the Owner a prorated portion of the Dollar Limit Per Square. 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 warranty claim at a time when 60 months remain in the 180-month warranty Term and the TAMKO SA Roofing System is found to be defective, TAMKO will provide a Certificate for one-third of the replacement TAMKO SA Roofing System Materials. In this example, in lieu of a Certificate for Replacement TAMKO SA Roofing System Materials, TAMKO may, at its option, pay to the Owner one-third of the Dollar Limit Per Square. The remaining cost shall be the responsibility of the Owner. This is TAMKO's Maximum Liability after the First Year of the Term.

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 TAMKO SA Base and SA Cap Products), or removing, installing or disposing of any materials. Tendor of Maximum Liability, as defined above, shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. **This Limited Warranty applies to Product applied in strict accordance with, and as part of, TAMKO published application instructions in effect at the time of the application. THIS PRODUCT IS SOLD AS IS AND WITHOUT WARRANTY OF ANY KIND WHEN USED IN ANY OTHER APPLICATION.**

CONDITIONS TO LIMITED WARRANTY COVERAGE:

This Limited Warranty is specifically conditioned upon the following:

- 1. NOTIFICATION TO TAMKO:** The Owner must notify TAMKO by telephone at 800-441-7190 or 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 the issue. The notice must include documentary proof of purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.
 - 2. RIGHT OF INSPECTION:** TAMKO shall have a reasonable time after notification to process the claim. If requested by TAMKO, the owner must complete and deliver to TAMKO at the owners expense, a limited warranty questionnaire, photographs of the roof and the Product, 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 claim (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. Unless authorized in 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 or otherwise unless the Product has been stored, handled, installed and maintained in compliance with TAMKO's application instructions.
 - 4. 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, 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 and recommendations. FURTHER, 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 CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER TO THE CONTRACTOR AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.
- EXCLUSIONS FROM COVERAGE:** TAMKO shall not be liable under any circumstances for:
1. Faulty or improper application of the TAMKO SA Roofing System, inadequate roof deck slope or drainage or TAMKO SA Base or SA Cap Products not installed or applied in accordance with TAMKO written instructions or leaks or damages resulting from any one or more of such causes.
 2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
 3. Tear-off, removal, or disposal of any materials, or for any costs related to such tear-off, removal, or disposal, unless otherwise stated in this Limited Warranty.
 4. Removal or abatement of any asbestos present in the roof to which the TAMKO SA Roofing System is applied, or for any costs related to such removal or abatement.
 5. Variations or natural changes in color, weathering, color fading, natural efflorescence, lifting, warping, blistering, surface cracks, imperfections or other changes, unless they directly cause leaks.
 6. Shading, discoloration or damage due to buildup of mildew, moss, algae, fungus, other biological growth, overhanging trees, leaves, needles, branches or other debris or damage resulting from repair or attempted repair by anyone other than TAMKO or an authorized TAMKO representative.
 7. Leaks or damages resulting from Acts of God (including, but without limitation, snow, ice, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact of objects, damage to the TAMKO SA Roofing System or to the roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the building, or for any defect in or failure of material used as a roof base over which the TAMKO SA Roofing System is applied or of other materials used in the application of the roof or for damage by traffic on the roof.
 8. Damage to the TAMKO SA Roofing System as a result of exposure to standing water, salt spray, salt fog, fumes or chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
 9. Leaks or damage to the TAMKO SA Roofing System from any cause other than inherent manufacturing defect.
 10. Any TAMKO SA Roofing System Products not used for normal roof applications.
 11. Damage caused by improper handling, shipment, storage, neglect, abuse, misuse or improper upkeep and maintenance.
 12. Damage caused by insects and/or animals.
 13. Damage caused by installation, maintenance or use of equipment installed on the roof, including, but not limited to, air conditioners, heating units, antennas, power lines or solar systems.
 14. TAMKO SA Roofing System Products that have been painted or whose surface has been altered in any way after leaving TAMKO's factory, without prior written authorization from TAMKO.
 15. Damage caused by factors that are beyond the control of TAMKO. The serviceable life of the TAMKO SA Roofing System Products may be affected by many factors such as quality of installation, maintenance, normal wear wear and tear, and ventilation. These are all factors beyond TAMKO's control and for which TAMKO makes no warranty.

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 including warranties and conditions of merchantability and fitness for a particular purpose.

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 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 1404, JOPLIN, MISSOURI 64802. 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. 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.

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 (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.

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 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 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 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., 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 PRODUCT IS 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 PRODUCT EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Products sold on or after June 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.

COMPLETE FORM ON REVERSE SIDE AND
KEEP FOR YOUR RECORDS

JP53682 07/28/2017
40000486

P.O. Box 1404
Joplin, MO 64802-1404
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"/> TAMKO Self-Adhering (SA) Cap Sheet | 180 Months (15 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Self-Adhering (SA) Base Sheet | 180 Months (15 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



TAMKO SELF-ADHERING (SA) CAP SHEET • TAMKO SELF-ADHERING (SA) BASE SHEET

BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO for building products. Our extensive line of products includes: Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, MetalWorks® steel shingles, EverGrain® and EverGrain® Envision® composite decking, Tam-Rail® and Marquee Railing®, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings.