

**LEGAL REMEDIES: THIS LIMITED WARRANTY IS EXCLUSIVE AND REPRESENTS THE SOLE REMEDY AVAILABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY. EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. 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. NO ARBITRATION OR ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE TAMKO SA SINGLE-PLY ROOFING MEMBRANE, ITS PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE (1) 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 LASTS, SO THE ABOVE LIMITATION 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 which shall remain in full force and effect.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE TAMKO SA SINGLE-PLY ROOFING MEMBRANE EXCEPT AS DESCRIBED HEREIN.

**THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO TAMKO SA CAP SHEET SOLD ON OR AFTER MARCH 15, 2011. 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.**

**Installation Instructions: Printed instructions on how to install TAMKO SA Single-Ply Roofing Membrane are available upon request. Call 800-641-4691 or visit our Web site at tamko.com.**



**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 \_\_\_\_\_

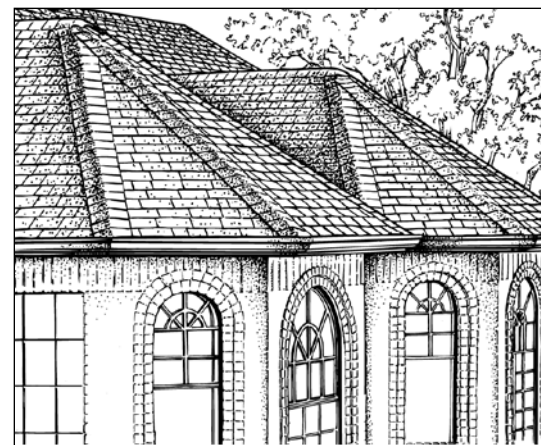
Total cost of application \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**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 residential products includes: Lamarite® composite shingles, MetalWorks® steel shingles, Heritage® Series and Vintage® laminated asphalt shingles, 3-tab shingles, EverGrain® and composite decking & railing, Elements® DockBoard, Tam-Rail® railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



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**TAMKO SA Single-Ply Roofing Membrane**

**TAMKO Self-Adhering (SA) Cap Sheet**

**SELF-ADHERING ROOFING MEMBRANE LIMITED WARRANTY AND ARBITRATION AGREEMENT ARIZONA SELECT MARKETS**





**The Owner may transfer this limited warranty one time during the first two years of the Term to a Purchaser. No other transfers are permitted.**

**TAMKO SA SINGLE-PLY ROOFING MEMBRANE LIMITED WARRANTY- ARIZONA SELECT MARKETS**

**THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT APPLIES ONLY TO PRODUCTS INSTALLED ON BUILDING STRUCTURES THAT ARE OPEN AIR STRUCTURES (SUCH AS PATIOS, PORCHES, OR CAR PORTS) IN THE FOLLOWING COUNTIES: LA PAZ, MARICOPA, MOHAVE, PIMA, PINAL AND YUMA IN THE STATE OF ARIZONA. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE 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.**

In this Limited Warranty certain capitalized words have specific meanings:

“**Certificate for Replacement TAMKO SA Cap Sheet**” means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement TAMKO SA Cap Sheet of the same color as the TAMKO SA Cap Sheet which is to be replaced (not to exceed the original cost). If TAMKO SA Cap Sheet of the same type or color is no longer available, the certificate will be for the closest TAMKO substitute available;

“**Dollar Limit Per Square**” means the original cost of purchase of defective TAMKO SA Cap Sheet 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 (i) a Certificate for Replacement TAMKO SA Cap Sheet; 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).

“**Owner**” means the owner of the building at the time the TAMKO SA Single-Ply Roofing Membrane is installed on that building. If you purchase a new open air building structure and are the first person to occupy the open air building structure, TAMKO will consider you to be the Owner even though the TAMKO SA Single-Ply Roofing Membrane was already installed;

“**Purchase**” means the retail purchase of the TAMKO SA Cap Sheet;

“**SA Cap**” means the TAMKO Self-Adhering (SA) Cap Sheet Membrane;

“**TAMKO**” means TAMKO Building Products, Inc.;

“**TAMKO SA Single-Ply Roofing Membrane**” means TAMKO SA

Cap Sheet installed in strict accordance with TAMKO’s published application instructions;

“**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 ten (10) years;

**Limited Warranty:** If, during the Term, a TAMKO SA Single-Ply Roofing Membrane that has been installed in strict accordance with TAMKO’s published application instructions is determined to have manufacturing defects in the SA Cap Sheet which have directly caused leaks: **During the First Year of the Term**, TAMKO will provide the Owner with a Certificate for Replacement TAMKO SA Cap Sheet. In lieu of a Certificate for Replacement TAMKO SA Cap Sheet, 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 Cap Sheet. In lieu of a Certificate for Replacement TAMKO SA Cap Sheet, 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 40 months remain in the 120-month warranty Term and the TAMKO SA Cap Sheet is found to be defective, TAMKO will provide a Certificate for one-third of the replacement TAMKO SA Cap Sheet. In this example, in lieu of a Certificate for Replacement TAMKO SA Cap Sheet, 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 Cap Sheet), or removing, installing or disposing of any materials. Tender of payment of the prorated Dollar Limit Per Square shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

**Notification to TAMKO:** The Owner must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any claims under this Limited Warranty within thirty (30) days following discovery of leaks. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties. NOTE: Notice to your contractor or dealer is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

**Right of Inspection and Claim Processing:** TAMKO shall have a reasonable time after notification to inspect the TAMKO SA Single-Ply Roofing Membrane. The Owner shall provide TAMKO with reasonable access to the TAMKO SA Single-Ply Roofing Membrane for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner’s expense, a warranty questionnaire, photographs of the TAMKO SA Single-Ply Roofing Membrane. 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 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 a reasonable time after receipt of notification to process the Owner’s claim. Unless authorized by TAMKO in writing, any claim for SA Cap that has been replaced or repaired prior to the resolution of the claim by TAMKO shall be denied.

**Exclusions from Coverage:** TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty for:

1. Faulty or improper application of the TAMKO SA Single-Ply Roofing Membrane, inadequate roof deck slope and drainage or TAMKO SA Cap Sheet 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, disposal, installation or replacement of any materials, or for any costs related to such tear-off, removal, disposal, installation or replacement, unless otherwise stated in this Limited Warranty.
4. Removal or abatement of any asbestos present in the roof to which the TAMKO SA Single-Ply Roofing Membrane 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, 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 Single-Ply Roofing Membrane 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 Single-Ply Roofing Membrane 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 Single-Ply Roofing Membrane 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 Single-Ply Roofing Membrane from any cause other than inherent manufacturing defect.
10. Any TAMKO SA Cap Sheet 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 Cap Sheet that has 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 Single-Ply Roofing Membrane may be affected by many factors such as quality of installation, maintenance, normal wear and tear, and ventilation. These are all



factors beyond TAMKO’s control and for which TAMKO makes no warranty.

16. Jobs greater in size than 2000 sq. ft. (20 sqs.)

17. Jobs that are on anything other than building structures that are open air, non-living areas (i.e. patios, porches, car ports, etc.)

**Transferability:** The Owner may transfer this Limited Warranty one (1) time during the first two years of Term to a purchaser of the building upon which the TAMKO SA Single-Ply Roofing Membrane is installed (a “Purchaser”). The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include: (a) the names of the Owner and the Purchaser, (b) the address of the building upon which the TAMKO SA Single-Ply Roofing Membrane is installed, (c) the date the TAMKO SA Single-Ply Roofing Membrane was installed, (d) the date of the transfer, and (e) a transfer fee of \$100.00 in the form of a money order or certified check payable to TAMKO Building Products, Inc. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO SA Single-Ply Roofing Membrane is applied shall immediately terminate all liability of TAMKO for the TAMKO SA Single-Ply Roofing Membrane, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN “ACTION”) BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO’S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE TAMKO SA SINGLE-PLY ROOFING MEMBRANE OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT [www.adr.org](http://www.adr.org) OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P. O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.