

The Original Owner may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser.  
No other transfers are permitted.



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

# TAMKO® SINGLE-PLY ROOFING MEMBRANE LIMITED WARRANTY & ARBITRATION AGREEMENT - ARIZONA SELECT MARKETS

## SELF-ADHERING (SA) CAP 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 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.**

**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.

**Definitions -** 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 LLC;

**"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 PO Box 97, Galena, KS 66739-0097 USA 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 Base or SA Cap Products installed or applied over roof decks with polyurethane foam applied directly to the underside of the roof deck; 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, 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 LLC. 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 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 PO BOX 97, GALENA, KS 66739-0097 USA. 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 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 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 SA CAP SHEET SOLD ON OR AFTER August 30, 2019.**

**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.**

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



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## LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

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

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

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

TYPE OF TAMKO PRODUCT APPLIED:

TAMKO Self-Adhering (SA) Cap Sheet

120 Months (10 Year) Limited Warranty

NUMBER OF SQUARES: \_\_\_\_\_ DATE OF APPLICATION: \_\_\_\_\_

COLOR: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_ TOTAL COST OF APPLICATION: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

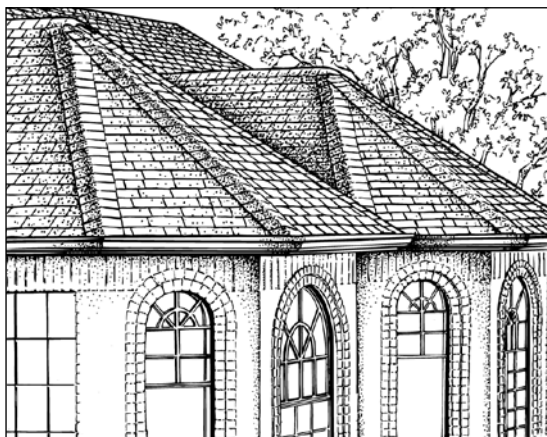
CONTRACTOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE*



### SA SINGLE-PLY ROOFING MEMBRANE • SELF-ADHERING (SA) CAP SHEET



## 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.