The Limited Warranty and Arbitration Agreement 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 print. If the purchase date of your Limited Warranty varies, 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 IN THE UNITED STATES (EXCLUDING HAWAII, ALASKA, PR, NEW YORK CITY, JERSEY CITY, 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 WARRANTIES 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 will depend on many factors, including the construction of the building, the exposure to 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 end of life for 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.

TERMS AND CONDITIONS

TAMKO BUILDING PRODUCTS LLC ("TAMKO"), warrants to the original consumer purchaser (the "Owner") that, subject to the conditions set forth herein, for a period of twenty-five (25) years from the date of purchase of SYNTHETIC GUARD PLUS or for a period of ten (10) years from the date of purchase of SYNTHETIC GUARD PLUS, whichever is shorter, TAMKO warrants to the original consumer purchaser (the "Owner") that, subject to the 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. EXCLUDING FROM COVERAGE: TAMKO shall not be liable under any circumstances for:

1. Damage to any building or structure, either interior or exterior, or any property contained therein or for injuries or damages of any kind whatsoever.
2. Leaks or damages to the Product resulting from the Product being used without a final roof covering for longer than 180 days after the initial application of the Product.
3. Leaks or damages resulting from Acts of God including, but not limited to, lighting, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of objects.
4. Leaks caused by fasteners or any penetration through the Product.
5. Leaks or damages resulting from incursion, war, riot or vandalism, exposure of the Product to ionized radiation or contamination by radioactive material from any nuclear source, or chemical attack on the Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, furfurene, oils, or organic or inorganic polar materials.
6. Inadequate drainage or leaks or damages resulting therefrom.
7. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
8. Building or structural expansion or additions or reductions, settling, shifting, distortion, cracking or settling of foundations or leaks or damage caused or attributable to foot or other traffic on the roof, or for damage attributable to alterations.
9. Leaks or damage resulting from any additional installation on or through the Product or flushing after the initial installation is not consistent with TAMKO application instructions.
10. Repairs or alterations to the Product or other roof components or to the building(s) or structures resulting therefrom, after the initial installation.
11. Infiltration or condensation of moisture around or under the foundation or roof components.
12. Damage to the Product due to underdraining or overdraining materials.
13. Misuse or abuse of the Product or leaks or damages resulting therefrom.
14. Faulty or improper workmanship or application of the Product or the overlying materials or leaks or damages resulting therefrom.
15. Removal or replacement of roofing or other materials in connection with the testing, repair, removal, or replacement of the Product or underlying or overlying materials.
16. Leaks from any cause other than inherent manufacturing defects in the Product.

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 transfer of this Limited Warranty or of the building to which the Product is applied nullifies all obligations of TAMKO contained herein and 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 EMPELORS AND AGENTS (COLLECTIVELY "TAMKO") WITH RESPECT TO ANY 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. IF TAMKO HAS/promised 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 INSTITUTE OF ARBITRATION AND ADR ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICES IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL, AT PO BOX 82, GALENA, KS 66739-0097, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME KIND OF A DECISION OF COMPLETELY AS SET FORTH WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THE LIMITED WARRANTY, WHICH DECISION SHALL BE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORM OF THIS LIMITED WARRANTY OR APPLICABLE LAW, OR TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS UNCONSCIONABLE, VIOLATIVE OF THE RULES OF THE ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECUPERATE ITS COSTS AND REASONABLE ATTORNEY'S FEES.

Class Action Waiver: You and TAMKO AGREE THAT ALL CLAIMS, DEBTS, 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, JOIN, OR ASSOCIATE, THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, OR OTHER ARBITRATION SERVICES, YOU OR TAMKO MAY SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

Acts 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 law) 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 ON REMEDIES: REMEDIES SET FORTH IN THIS LIMITED WARRANTY IS THE SOLE REMEDIES AVAILABLE REGARDING THE PRODUCT. IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS LLC, INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES AND INFRACTIONS OF ANY KIND, ARE DISCLAIMED FROM THE DAY OF PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITED WARRANTY AND ARBITRATION AGREEMENT . This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Products sold on or after August 30, 2019. The Limited Warranty for your Product 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.
LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER’S NAME: ____________________________

ADDRESS WHERE APPLIED: ____________________________

CITY: __________________ STATE: __________________ ZIP: __________________

☐ Synthetic Guard™ Plus 300 Months (25 Year) Limited Warranty
☐ Synthetic Guard™ 120 Months (10 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

SYNTHETIC GUARD™ PLUS • SYNTHETIC GUARD™

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.