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 retail purchase. To obtain a current version of the 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 in the UNITED STATES (EXCLUDING HAWAII, ALASKA, PuERTO RICO, 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 period during which these Products will be expected to keep 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 but not limited to: (1) the type of material used to construct the roof, the roof slope, exposure to the sun and elements, pollution, application technique, and many other factors. Because no two buildings experience these and other aging factors in the same way, it is difficult to 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 roof to leak.

Terms and Conditions

TAMKO BUILDING PRODUCTS, INC. (“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 five (5) years from the date of application, whichever occurs first, TAMKO (the “Term and the “Product”), if manufacturing defects in the Product directly cause the Product to leak, then subject to the conditions set forth herein, TAMKO, at its sole option, will either (i) refund the original purchase price of the Product; or (ii) provide the amount of Product necessary to make repairs. This Limited Warranty does not cover any cost or expenses associated with removal, or replacement of roofing or other materials in connection with the testing, repair, removal, or replacement of the Product. This Limited Warranty applies to the Product installed in strict accordance with, and as of part of, TAMKO published application instructions in effect at the time of the application. THE PRODUCT IS SOLD “AS IS” and WHERE IS, WITH NO WARRANTY OF ANY KIND USED IN ANY OTHER APPLICATION.

Conditions to Limited Warranty Coverage: This Limited Warranty is specifically conditioned upon:

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 any leak alleged to result directly from manufacture or material defect in the Product. The notice must include a complete and copy of this Limited Warranty. FAILURE TO PROVIDE A COPY OF THIS AGREEMENT TO TAMKO WILL RESULT IN THE TERMINATION OF YOUR LIMITED WARRANTY. TAMKO’s obligation under this Limited Warranty shall immediately terminate. LIMITED WARRANTIES APPLIED BY TAMKO are subject to this Limited Warranty. Any claim that has been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

2. Right of Inspections: TAMKO shall have a reasonable time after notification of a leak to process the claim. If requested by TAMKO, the owner must complete an inspection and provide a written report, a complete 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 action may result in the refusal to pay all or any part of the claim. TAMKO’s obligation under this Limited Warranty shall immediately terminate. Limited warranties are subject to this Limited Warranty. Any claim Product that has been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

3. COMPLIANCE WITH APPLICATION INSTRUCTIONS 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, specifications and recommendations, unless all of the terms and provisions of this Limited Warranty have been complied with, and all roof components including the primary roof covering have been installed in compliance with the applicable manufacturer’s instructions.

4. NONWAIVER: The Owner agrees that any post application inspection performed 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 SPECIFICATION PROVISIONS BETWEEN THE OWNER AND 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. Damage to any building or structure, either exterior or interior, 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 installed without a full 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 any windstorm or flood.
4. Leaks caused by fasteners or any penetration through the Product.
5. Leaks or damages resulting from insulation, war, riot or vandalisim, exposure of the Product to ionized radiation or contamination by radioactivity 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, turpentine, 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 or failure of foundations or leaks or damage caused attributable to foot or other traffic on the roof, or for damage attributable to alterations.
9. Leaks or damages resulting from any additional installation on or through the Product or flashing after the initial installation, the initial installation is not consistent with TAMKO application instructions.
10. Repairs or alterations to the Product or other roof components not in compliance with existing warranties resulting therefrom, after the initial installation.
11. Infiltration or condensation of moisture around or under the foundation flashings or components.
12. Damage to the Product due to underlying or overlying 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 defect 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, THIS LIMITED WARRANTY, OR ANY PART OF THIS AGREEMENT, IS NOT TRANSFERABLE OR ASSIGNABLE, OR REACTIVE TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING HAWAII, ALASKA, PuERTO RICO, AND NEW BRUNSWICK).

Class Action Waiver: You and TAMKO AGREE THAT ALL CLAIMS, DEBTS, (OR ACTIONS OR TRANSACTIONS RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY) MAY BE RESOLVED EXCLUSIVELY BY ARBITRATION, AND THAT THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL. This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Products sold on or after April 1, 2016. The Limited Warranty for your Product is the version in effect at the date of purchase. If you are not satisfied with the terms and conditions of this limited warranty, return all unopened marketed 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: __________

SYNTHETIC GUARD PLUS • SYNTHETIC GUARD • SYNTHETIC GUARD PLUS • SYNTHETIC GUARD

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.