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. If 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 MARYLAND, VIRGINIA, DISTRICT OF COLUMBIA, NEW YORK, NEW JERSEY, 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 the moment your TAMKO product is first exposed to the harsh elements of nature. The length of time your Product will continue to perform its intended purpose of sheding water will depend on many factors, such as the location, exposure, and resulting degradation from 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 period of time your TAMKO product will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during this time (as defined below) in the event a manufacture defect causes your Product to fail to perform its intended purpose.

TERMS AND CONDITIONS
TAMKO BUILDING PRODUCTS, INC. (“TAMKO”), warrants to the original consumer (“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 the most recent published application instructions of TAMKO (the “Term” and the “Product”), if manufacturing defects in the Product directly cause TAMKO to replace any part of the Product, and or replacement of the Product or underlying or overlying roofing from 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 period of time your TAMKO product will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during this time (as defined below) in the event a manufacture defect causes your Product to fail to perform its intended purpose.

CONDITIONS TO LIMITED WARRANTY COVERAGE: This Limited Warranty is specifically conditioned upon compliance with the following:
1. NOTIFICATION TO TAMKO: The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at PO Box 97, Galena, KS 66739-0097 or by fax at 800-641-4691. To obtain a copy of the most current version of this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty was current at time of printing.

2. TAMKO shall have a NOTIFICATION TO TAMKO: This Limited Warranty is specifically conditioned upon the following items:
   a. TAMKO has not otherwise provided in writing to the Owner that no claim is being made with respect to a claim covered by this Limited Warranty.
   b. The Owner must comply with the requirements set forth herein and any other instructions, recommendations, 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 constructed in compliance with the applicable manufacturer's instructions.

4. NONWAIVER: The Owner agrees that any past 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 INSTALLATION IN COMPLIANCE WITH (I) ANY CONTRACT SPECIFICATIONS PROVIDED TO THE OWNER BY 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 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, lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or an act of war.
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.
6. Methane or carbon monoxide gas or other gases or chemicals that may cause damage.
7. Type of Product, including the use of materials that may be incompatible with the Product.
8. Inadequate drainage or drainage problems resulting therefrom.
9. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
10. Building or structural expansion or additions or reductions, settling, shifting, distortion, cracking of foundations or leaks or damage caused or attributable to foot or other traffic on the roof, or for damage attributable to alterations.
11. Damage or leaks from the Product due to underlying or overlying materials.
12. Damage from 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 defects in the Product.

NONTRANSFERABILITY: 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 as provided for in this Agreement or the terms of the Limited Warranty, in no event will such transfer of this Limited Warranty or of the building to which the Product is applied extinguish 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 EMPLOYEES AND AGENTS ARISING OUT OF OR RELATING TO THIS PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED PRODUCT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN SMALL CLAIMS COURT TO THE EXTENT THAT THE ARBITRATION IS NOT OPEN TO THE GENERAL PUBLIC. IF YOU ARE PROHIBITED FROM PROVIDING 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 ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, OR OTHER ARBITRATION SERVICE TO WHICH YOU ARE MADE A PARTY IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL, AT PO Box 97, Galena, KS 66739-0097, THE ARBITRATION 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 NOT EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE REGARDING THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR LIMITATION OF THIS AGREEMENT, WHETHER SUCH DISPUTE IS TO BE ARBITRATED OR NOT. IN EVERY CASE, THE ARBITRATOR SHALL NOT APPLY ANY RULE THAT ALL OR ANY PART OF THIS AGREEMENT IS TO BE EXCLUDED FROM ARBITRATION OR THAT THE 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, suits, or actions between us arising from or relating to the Product and/or this Limited Warranty will be arbitrated on an individual basis, and that neither you nor TAMKO nor any of their respective affiliates, employees, or agents, may join similar claims in a class action arbitration or a representation. This Class Action Waiver applies to all claims in the arbitration. Arbitration is a Binding form of Dispute Resolution. It is not intended to copy reproduced in any manner. This Limited Warranty applies to TAMKO Products sold on or after August 30, 2016. The Limited Warranty for your Products is the version in effect on the date of retail purchase.

Complete Form on Reverse Side and Keep for Your Records
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LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER’S NAME: ____________________________

ADDRESS WHERE APPLIED: ____________________________

CITY: ____________________________ STATE: ____________________________ ZIP: ____________________________

☐ Synthetic Guard™ Plus
☐ Synthetic Guard™

☐ 300 Months (25 Year) Limited Warranty
☐ 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™

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.