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 publication. If the most current version of this Limited Warranty, visit us online at tamko.com or call us at 800-641-4691.

TAMKO, TW-DRAIN 220
LIMITED WARRANTY & ARBITRATION AGREEMENT

The REPAIRS CONTAINED IN THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT ("LIMITED WARRANTY") APPLY ONLY TO PRODUCTS INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK), ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY DO 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 or possess the characteristics appropriate for how it is to be used is dependent on how well your Product is maintained. Accurate drainage is essential for performance. Without proper maintenance, drainage may be obstructed, which can cause your Product to lose its ability to allow drainage, then subject to the elements, and potentially 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 terms, conditions and limitations of this Limited Warranty, the Product will be free from defects in materials and workmanship for a limited time. TAMKO has no control over the installation of the Product or the performance of the Product necessary to make repairs. This Limited Warranty does not cover any cost or expense associated with removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product. This Limited Warranty applies to Product applied in strict accordance with, and as required by, TAMKO installation instructions. TAMKO will not accept any claims for loss or damage to your Property that may result from TAMKO's investigation of a claim, refusal to cooperate in TAMKO's investigation of a claim, or access is denied or made subject to unreasonable conditions. TAMKO shall not be responsible for any lost earnings or profits, or other incidental or consequential damages to Property so the above limitations or exclusions may not apply to you.

Conditions to Warranty Coverage: This Limited Warranty is subject to the following conditions:

1. NOTIFICATION TO TAMKO: The Owner must notify TAMKO by telephone at 800-641-7190 or certified mail at P.O. Box 13044, Joplin, Missouri 64802-1304 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem. The notice must include documentation of purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTICE: Note to your contractor, dealer, or builder is NOT a notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

2. RIGHT OF INSPECTION: TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if requested by TAMKO, the owner must permit TAMKO to inspect the Product at the owner’s expense, a warranty questionnaire, photographs of the structure 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 inspection of the completed work, then the obligation of TAMKO to perform under the terms and conditions of this Limited Warranty shall be determined by TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO shall have a reasonable time after notice to inspect the Product and/or receive the information to process the Owner’s claim. Unless authorized to inspect by TAMKO, any claim for Product that have been repaired, replaced or repaired prior to resolution of your claim by TAMKO may be denied.

3. COMPLIANCE WITH TAMKO INSTRUCTIONS, RECOMMENDATIONS AND LIMITED WARRANTY: In no event shall TAMKO be liable under this Limited Warranty for any damages or injuries of any kind whatsoever if the Product has been installed, handled and maintained in compliance with TAMKO's application instructions, specifications, or recommendations, and unless all of the terms and conditions of this Limited Warranty have been complied with.

4. BUILDING AND STRUCTURE PLANS: Because TAMKO does not practice engineering or architecture, neither the issuance of this Limited Warranty nor any review or inspection of the building, structure, plans, specifications or construction by a TAMKO representative shall constitute any warranty or representation by TAMKO with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and conditions of this Limited Warranty. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.

Remedies: TAMKO reserves the right, at its sole option, to accept any application inspection of the Product by TAMKO or its authorized representative shall not constitute a waiver of any rights 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. THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE WHETHER 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.

Exclusions from Coverage:

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. Damages arising from acts of God including, but not limited to, lightning, flood, wind, hurricane, tornado, or other violent storm or casualty or impact of objects.

3. Leaks or damages resulting from exposure of the Product to ionized radiation or contamination from 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.

4. Inadequate drainage due to clogging.

5. Any additional installation, repairs or alterations on or through the Product after the initial installation that is not consistent with TAMKO’s application instructions.

6. Infiltration or condensation of moisture around or under the foundation or other system components.

7. Damage to the Product due to underlining or overlying materials.

8. Misuse or abuse of the Product.

9. Faulty or improper workmanship or application of the Product.

10. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.

11. 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, any assignment, sale or transfer of this Limited Warranty shall be void. If the Building and Structure plans do not contain the building data in which the Product is applied shall extinguish all obligations of TAMKO contained herein or hereafter and all warranties, conditions and representations contained in this Limited Warranty and its 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 the purchase of the Product or otherwise unless the Product has been, handled, installed and maintained in compliance with TAMKO’s application instructions, specifications or recommendations, and unless all of the terms and conditions of this Limited Warranty have been complied with

Class Action Waiver: You and TAMKO agree that all Claims, Disputes, or controversies between us arising from or relating to the Product and/or this Limited Warranty shall 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 Brought Against TAMKO: Any action relating to the Product or this Limited Warranty must be brought within one year after discovery of the potential problem, no claim shall be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such claims are limited to the duration of the applicable implied warranty period. If you have other rights which vary from state to state.

Disclaimer of All Implied Warranties and Limitation of Remedies: TO THE EXTENT PERMITTED BY LAW, TAMKO MAKES NO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS LLC, INCLUDING BUT NOT LIMITED TO, DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, ARE DISCLAIMED.

Actions Must Be Brought Against TAMKO: Any action relating to the Product or this Limited Warranty must be brought within one year after discovery of the potential problem, no claim shall be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such claims are limited to the duration of the applicable implied warranty period. If you have other rights which vary from state to state.

Arbitration Provision: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY, MUST BE ARBITRATED BEFORE THE NATIONAL ARBITRATION COMMISSION, A NEUTRAL AND INDEPENDENT THIRD PARTY ARBITRATION SERVICE AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

Agreement to Arbitrate: Every Claim or Controversy Between You and TAMKO Arising from or Relating to the Product and/or this Limited Warranty Must Be Brought Before the National Arbitration Commission, A NEUTRAL AND INDEPENDENT THIRD PARTY ARBITRATION SERVICE AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

In the event you and TAMKO are unable to agree on a neutral and independent third party arbitration service, the National Arbitration Commission shall be used. The National Arbitration Commission’s rules and procedures will govern the arbitration, including the determination of the scope, enforceability and formation of this Agreement, including, but not limited to, the National Arbitration Commission’s rules and procedures.

Refinement of Terms: This Agreement may not be changed except in writing signed by both you and TAMKO.

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You are advised to consult with your attorney before reaching an agreement on the content of this Agreement. This Agreement may not be changed except in writing signed by both you and TAMKO.

2867/37 11/13/2019

COMPLETE FORM ON REVERSE SIDE AND

JF10735 11/13/2019 40100964
LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER'S NAME: ________________________________

ADDRESS WHERE APPLIED: ________________________________

CITY: ______________________ STATE: __________ ZIP: __________

☐ TW-Drain 220 60 Months (5 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

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TW-Drain 220

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, MetaWorks® steel shingles, waterproofing materials, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.

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