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 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 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 SOLID "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 same aging will occur if the Product is installed away from the harsh elements of nature. The length of time your Product will continue to perform its intended purpose of maintaining a watertight integrity and leaks will result, then subject to the conditions, exclusions and other provisions set forth in this Limited Warranty, TAMKO will refund the original purchase price of the Product; or (2) provide a Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, inorganic polar materials. 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 is only limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in TAMKO’s most recently 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 BETWEEN THE OWNER AND THE CONTRACTOR AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

EXCEPTIONS TO THE LIMITED WARRANTY:

The Limited Warranty 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. Damage resulting from acts of God, including, but not limited to, lightning, flood, wind, hurricane, tornado, hail or other violent storm or casualty or impact of objects.
3. Leaks or damage resulting from 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, tar, pitch, oils, or organic inorganic polar materials.
4. Inadequate drainage.
5. Structural defects or failures in the building(s) or structure(s) to which the Product is applied, building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or other system components exceeding 1/16” or leaks or damage caused or attributable to traffic.
6. Any additional installation, repairs or alterations on or through the Product, unless the repairs or alterations are consistent with TAMKO application instructions.
7. Infiltration or condensation of moisture around or under the foundation or other system components.
8. Damage to the Product due to underlying or overlying materials.
9. Misuse or abuse of the Product.
10. Faulty or improper workmanship or application of the Product.
11. Removal, excavation, or replacement of concrete or other material in or around the building or foundation or other system components.
12. 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 assignable or sold, transferred to another owner or person, or otherwise disposed of in any manner. Excluded from this Limited Warranty, TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if requested by TAMKO, the owner must cooperate and deliver to TAMKO at the owners 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 investigation of the claim (such as by failing to provide access to the building and or the building owner or the photographs or completed warranty questionnaire), TAMKO’s obligation under this Limited Warranty shall immediately terminate. If TAMKO determines that the leak was caused by defects outside the scope of this Limited Warranty, TAMKO shall have a reasonable time after receipt of the inspection to process the Owner’s claim in writing to TAMKO. Upon receipt of a claim, any claim for Product that has been 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 cost or expenses associated with leaks result, then subject to the conditions, exclusions and other provisions set forth in this Limited Warranty, TAMKO will refund the original purchase price of the Product; or (2) provide a Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, inorganic polar materials. 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 is only limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in TAMKO’s most recently 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 BETWEEN THE OWNER AND THE CONTRACTOR AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

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LIMITED WARRANTY INFORMATION
To be completed by Owner and Contractor

OWNER’S NAME:

ADDRESS WHERE APPLIED:

CITY: STATE: ZIP:

☐ TW 60  60 Months (5 Year) Limited Warranty
☐ TWM-1 Mastic  60 Months (5 Year) Limited Warranty
☐ TWP-1 Quick Dry Adhesive Primer*  60 Months (5 Year) Limited Warranty
☐ TWP-LV1 Adhesive Primer*  60 Months (5 Year) Limited Warranty
☐ TWP-2 Water-Based Adhesive Primer*  60 Months (5 Year) Limited Warranty
☐ TW-105 Flashing  60 Months (5 Year) Limited Warranty

*This limited warranty applies to TAMKO’s primer products when they are used in conjunction with another TAMKO product listed above.

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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