This Limited Warranty is personal to the original owner and is not assignable or transferable under any circumstances.

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 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 following conditions are normal and expected during the normal life span of the Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, tar, oil, or inorganic gaseous polar materials.

CONDITIONS TO WARRANTY COVERAGE: This Limited Warranty is additionally specifically conditioned upon the following matters, each and all of which shall be a precondition to any of TAMKO’s obligations hereunder:

1. NOTIFICATION TO TAMKO: The Owner must notify TAMKO by telephone at 800-641-7190 or by mail at P.O. Box 97, Galena, KS 66739-0097 of any claims under this Limited Warranty within thirty (30) days following discovery of any leaks, defects, or damages.

2. REMEDIES: TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if requested by the Owner, TAMKO, at the owners expense, shall repair, replace, or remove the Product, or any property contained therein or for injuries or damages of any kind whatsoever.

3. COMPLIANCE WITH TAMKO INSTRUCTIONS: RECOMMENDATIONS AND Limited Warranty: In no event shall TAMKO be liable under this Limited Warranty for any Product installed in connection with the testing, repair, removal, or replacement of the Product, or the building, structure, plans, specifications or construction by a TAMKO representative shall constitute any warranty or representation by TAMKO with respect to any sale, installation, plans, specifications, or construction or in any way constitute an extension of the terms and conditions of this Limited Warranty. In no event shall claims or representations be made to the Customer regarding the Product or this Limited Warranty. The Owner shall have the authority to render the same relief as a court of competent jurisdiction.

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 any sale, installation, plans, specifications, or construction or in any way constitute an extension of the terms and conditions of this Limited Warranty. In no event shall claims or representations be made to the Customer regarding the Product or this Limited Warranty. The Owner shall have the authority to render the same relief as a court of competent jurisdiction.

5. NON-WAIVER: The Owner agrees that any post acceptance 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. TAMKO hereby acknowledges that it is not limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in TAMKO’s most current published application instructions, specifications, and recommendations. FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE RESPONSIBILITY OF THE OWNER TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH (I) ANY CONTRACT SPECIFICATIONS, REQUIREMENTS, OR GUIDELINES OF THE CONTRACTOR, (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. Damage resulting from acts of God, including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of objects.

3. Loss 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 non-hazardous chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, tars, oils, or inorganic gaseous polar materials.

4. Inadequate drainage.

5. Structural defects or failures in the building(s) or structure(s) to which the Product is applied, building, structure or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or other structural support systems, cracks exceeding 1/16” or leaks or damage caused or attributable to traffic.

6. Any additional installation, repairs or alterations on or through the Product after the initial installation that is not 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 resulting from 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 connection with the testing, repair, removal, or replacement of the Product.

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, sold, or transferred to any other person or entity for any reason whatsoever. Except where prohibited by law, any assignment, sale or transfer of this Limited Warranty or of the building to which the Product is applied shall 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.


REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED.
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.