

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



P.O. Box 1404
Joplin, MO 64802-1404 USA
800-641-4691
www.tamko.com

WHITE ELASTOMERIC ROOF COATINGS LIMITED WARRANTY AND ARBITRATION AGREEMENT

TAM-GUARD • TAM-STAR • TAM-STAR ASTM D6083

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.

How Long Will Your White Coatings Last: It is natural for Products to age. The process begins as soon as your White Coating is installed and exposed to the harsh elements of nature. The length of time your White Coating will continue to perform its intended purpose of maintaining a watertight integrity will depend on many factors, including weather, snow, exposure to ultra-violet radiation 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 White Coatings 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 Product to fail.

THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT ("Limited Warranty") APPLY ONLY TO WHITE COATINGS INSTALLED IN THE UNITED STATES (EXCLUDING ALASKA). 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.

In this Limited Warranty certain capitalized words have specific meanings:

"Material Certificate for Replacement Coatings" and **"Certificate"** mean a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement White Coatings of the same type as the White Coatings which are to be replaced;
"Dollar Limit Per Square" means \$25.00 for each one hundred square feet of roof area of properly applied defective White Coatings.
"Maximum Liability" means the obligation of TAMKO described in the paragraph titled "Limited Warranty";
"Owner" means the owner of the building at the time the White Coatings are installed on that building. If you purchase a new building and are the first person to occupy that building, TAMKO will consider you to be the Owner even though the White Coatings were already installed;
"Purchase" means the retail purchase of the White Coatings;
"White Coatings" means the TAMKO TAM-GUARD, TAM-STAR and TAM-STAR ASTM D6083 roof coatings identified in this Limited Warranty which were installed on a building owned by the Owner;
"TAMKO" means TAMKO Building Products, Inc.;
"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for a period of sixty (60) months for TAM-GUARD; and eighty-four (84) months for TAM-STAR; and one-hundred and twenty (120) months for TAM-STAR D6083;
"Three Step System" means the application process described on the label of TAM-GUARD and TAM-STAR roof coatings containers. The Three Step System is comprised of: (1) priming with TAM-STAR White Acrylic Primer, (2) patching and reinforcing with TAM-STAR White Patching Cement and TAM-STAR White Mesh Roof Fabric, and (3) coating with TAM-GUARD, TAM-STAR or TAM-STAR ASTM D6083 roof coatings.

Limited Warranty: If, during the Term, White Coatings applied using the Three Step System in accordance with instructions printed on the containers in which they are sold, are determined to have manufacturing defects which have directly caused leaks TAMKO will provide the Owner with a Material Certificate for Replacement Coatings sufficient to cover the defective area. TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square identified above. This is TAMKO's Maximum Liability. Replacement White Coatings will be warranted only for the remainder of the original Term. Tender of payment of the Dollar Limit Per Square shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

Notification to TAMKO: The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any claims under this Limited Warranty within thirty (30) days following discovery of the issue. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

Right of Inspection and Claim Processing: TAMKO shall have a reasonable time after notification to process the claim. The Owner must provide TAMKO with reasonable access to the White Coatings for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty

questionnaire and photographs of the roof. 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 photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have up to ninety (90) days after receipt of notification to process the Owner's claim.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances for:

1. Faulty or improper application of the White Coatings or White Coatings not installed or applied in accordance with TAMKO written instructions or leaks or damages resulting from any one or more of such causes.
2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
3. Removal or disposal of any White Coatings, or for any costs related to such removal or disposal.
4. Removal or abatement of any asbestos present in the roof to which the White Coatings are applied, or for any costs related to such removal or abatement.
5. Damages caused by algae, fungus, moss, overhanging trees, other biological growth, or pollution.
6. Leaks or damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact of objects, damage to the roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the building, or for any defect in or failure of material used as a roof base over which the White Coatings are applied or of other materials used in the application of the roof or for damage by traffic on the roof.
7. Damage to the White Coatings as a result of exposure to chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
8. Leaks or damage to the White Coatings from any cause other than inherent manufacturing defect in the White Coatings.
9. Any White Coatings not used for normal roof applications.
10. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
11. Damage due to buildup of moss, leaves, needles, branches or other debris.
12. Damage caused by insects and/or animals.
13. Damage caused by installation, maintenance or use of equipment installed on the roof, including, but not limited to, air conditioners, heating units, antennas, power lines or solar systems.
14. Damage caused by factors that are beyond the control of TAMKO.

MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE WHITE COATINGS AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE WHITE COATINGS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED 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 AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802. THE ARBITRATOR 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 HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF 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, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE WHITE COATINGS AND/OR THIS LIMITED WARRANTY WILL 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 Commenced Within One Year: Any action relating to the White Coatings or this Limited Warranty must be brought within one year after any initial cause of action has accrued. No claims will be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

NON-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the benefit of the Owner 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 or of the building to which the white coating is applied shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions including warranties and conditions of merchantability and fitness for a particular purpose.

DISCLAIMER OF ALL IMPLIED WARRANTIES AND LIMITATION OF REMEDIES: Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity for all matters regarding the Product. **IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS, INC., INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES, AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARE EXCLUDED.** Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN (EXCEPT THE CLASS ACTION WAIVER AND/OR THE MANDATORY BINDING ARBITRATION PROVISIONS) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT THE CLASS ACTION WAIVER AND/OR THE MANDATORY ARBITRATION PROVISIONS ARE DETERMINED TO BE INVALID OR UNENFORCEABLE THE ENTIRETY OF THIS LIMITED WARRANTY (EXCEPT THIS PARAGRAPH) SHALL BE NULL AND VOID AND THE SHINGLES ARE SOLD AS-IS AND WHERE IS, WITH NO WARRANTY OF ANY KIND.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to Products sold on or after **May 1, 2017**. The Limited Warranty for your Products is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

Installation Instructions: Printed instructions on how to install TAMKO's White Elastomeric Roof Coatings are available upon request. Call 1-800-641-4691 or visit our Web site at tamko.com.

COMPLETE FORM ON REVERSE SIDE AND
KEEP FOR YOUR RECORDS

40000487

P.O. Box 1404
Joplin, MO 64802-1404
USA



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LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME: _____

ADDRESS WHERE APPLIED: _____

CITY: _____ STATE: _____ ZIP: _____

TYPE OF TAMKO ROOF COATING APPLIED:

- TAM-GUARD White Elastomeric Roof Coating 60 Months (5 Year) Limited Warranty
- TAM-STAR White Elastomeric Roof Coating 84 Months (7 Year) Limited Warranty
- TAM-STAR ASTM D6083 White Elastomeric Roof Coating 120 Months (10 Year) Limited Warranty

NUMBER OF PRODUCTS: _____ DATE OF APPLICATION: _____

TOTAL COST OF: _____ TOTAL COST OF APPLICATION: _____

CONTRACTOR'S NAME: _____ COMPANY NAME: _____

CONTRACTOR'S SIGNATURE: _____

DATE: _____

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE



TAM-GUARD
White
Elastomeric
Roof Coating

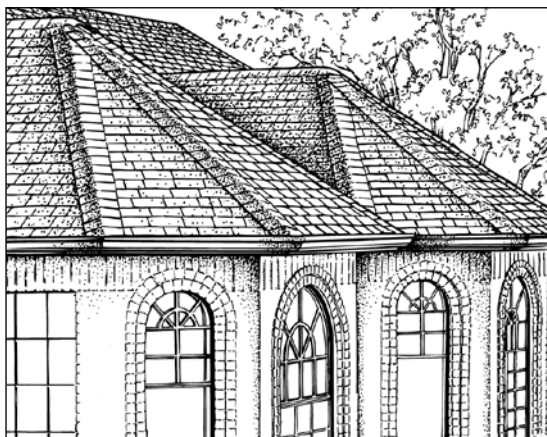


TAM-STAR White
Elastomeric
Roof Coating



TAM-STAR ASTM
D6083 White
Elastomeric
Roof Coating

TAM-GUARD • TAM-STAR • TAM-STAR ASTM D6083



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, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.