



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 Squares _____

Date of application _____

Total cost _____

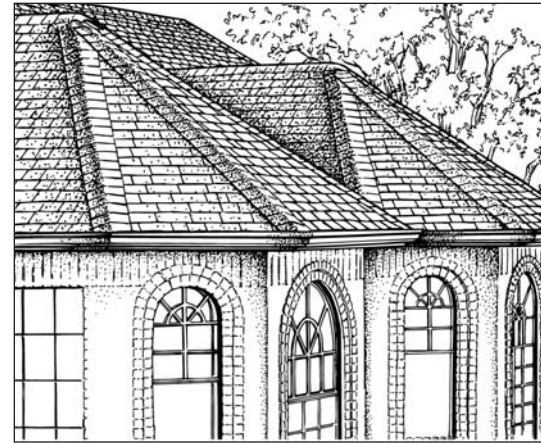
Total cost of application _____

Contractor's Name _____

Contractor's Signature _____

Date _____

**RETAIN THIS WARRANTY WITH CONTRACTORS
RECEIPT FOR FUTURE REFERENCE.**



**BUILDING PRODUCTS FOR
THE PROFESSIONAL**

Since 1944, building professionals and homeowners have looked to TAMKO® for quality products that are built to perform. Our extensive line of products includes: Lamarite® composite shingles, MetalWorks® steel shingles, Heritage® Series and Vintage® laminated asphalt shingles, 3-tab shingles, EverGrain® composite decking & railing, Elements® DockBoard, Tam-Rail® railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



P.O. Box 1404
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**TAM-GUARD White
Elastomeric Roof
Coating**

**TAM-STAR White
Elastomeric Roof
Coating**

**TAM-STAR
ASTM D6083
White Elastomeric
Roof Coating**

**WHITE ELASTOMERIC
ROOF COATINGS
LIMITED WARRANTY**



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

WHITE ELASTOMERIC ROOF COATINGS LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING ALASKA). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE 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 leaks. 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 inspect the White Coatings. The Owner shall 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 or overhanging trees.
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, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN “ACTION”) BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO’S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE WHITE COATINGS OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT www.adr.org OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P. O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ARBITRATION OR ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE WHITE COATINGS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR

IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE (1) 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 LASTS, SO THE ABOVE LIMITATION 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 shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

THIS LIMITED WARRANTY MAY NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY TAMKO’S PRESIDENT. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO OR ANY PERSON OTHER THAN TAMKO’S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE WHITE COATINGS EXCEPT AS DESCRIBED HEREIN.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO TAMKO WHITE ELASTOMERIC ROOF COATINGS SOLD ON OR AFTER MARCH 11, 2011 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

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.

