

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



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# TAMKO TW METAL & TILE, TW UNDERLAYMENT, MOISTURE GUARD® AND TW SEAM TAPE LIMITED WARRANTY AND ARBITRATION AGREEMENT

## TW METAL & TILE • TW UNDERLAYMENT • MOISTURE GUARD® • TW SEAM TAPE

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 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 of shedding water 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 Product 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 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 conditions set forth herein, for a period of five (5) years from the date of purchase of the TAMKO product on the reverse side hereof (the "Term" and the "Product"), if manufacturing defects in the Product cause the Product to lose its watertight integrity and leaks result, then subject to the conditions, exclusions and other provisions detailed below, TAMKO, at its sole option, will either (1) refund the original purchase price of the Product; or (2) provide the amount of Product necessary to make repairs. This Limited Warranty does not cover any cost or expenses associated with removal, or replacement of roofing 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 part of, TAMKO published application instructions in effect at the time of the application. THIS PRODUCT IS SOLD AS IS AND WITHOUT WARRANTY OF ANY KIND WHEN USED IN ANY OTHER APPLICATION.**

### 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 Original Owner or Purchaser must notify TAMKO of claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Product. Visit The TAMKO Warranty Center at [www.tamko.com/warrantycenter](http://www.tamko.com/warrantycenter) or contact by telephone at 800-441-7190 to learn more about submitting a claim. The notice must include documentary proof of Purchase. Failure to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT 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 complete 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 complaint (such as by failing to provide sample Product or 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 shall have a reasonable time after receipt of the information to process the Owner's claim. Unless authorized in writing by TAMKO, 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 or otherwise unless the Product has been

stored, handled, installed and maintained in compliance with TAMKO's application instructions, specifications and recommendations, and unless all of the terms and provisions 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.
- 5. NONWAIVER:** The Owner agrees that any post application 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, 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. 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 PROVIDED BY THE OWNER TO THE CONTRACTOR AND (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. Leaks or damages to the Product resulting from the Product being exposed without a final roof covering for longer than 180 days after the initial application of the Product.
3. Leaks or damages 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.
4. Leaks caused by fasteners or any penetration through the Product.
5. Leaks or damages resulting from insurrection, war, riot or vandalism, 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, turpentine, oils, or organic or inorganic polar materials.
6. Inadequate drainage or leaks or damages resulting therefrom.
7. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
8. Building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or leaks or damage caused or attributable to foot or other traffic on the roof, or for damage attributable to alterations.
9. Leaks or damage resulting from any additional installation on or through the Product or flashing after the initial installation that is not consistent with TAMKO application instructions.
10. Repairs or alterations to the Product or other roof components or leaks or damages resulting therefrom, after the initial installation.
11. Infiltration or condensation of moisture around or under the foundation or other system components.
12. Damage to the Product due to underlying or overlying materials.
13. Misuse or abuse of the Product or leaks or damages resulting therefrom.
14. Faulty or improper workmanship or application of the Product or the overlying materials or leaks or damages resulting therefrom.
15. Removal or replacement of roofing or other materials in connection with the testing, repair, removal, or replacement of the Product or underlying or overlying materials.
16. Leaks from any cause other than inherent manufacturing defect in the Product; Products installed over roof decks with polyurethane foam applied directly to the underside of the roof deck; or Products installed in contact with polyurethane foam.

### 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 or of the building to which the Product 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.

**MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE PRODUCT 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 PO BOX 97, GALENA, KS 66739-0097 USA. 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 PRODUCT 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 Product 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.

### 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 PRODUCTS 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 August 30, 2019. 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.**

COMPLETE FORM ON REVERSE SIDE AND  
KEEP FOR YOUR RECORDS

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**41000982**

P.O. Box 97  
Galena, KS 66739-0097  
USA



800-641-4691  
www.tamko.com

## LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME: \_\_\_\_\_

ADDRESS WHERE APPLIED: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> TW Metal & Tile | 60 Months (5 Year) Limited Warranty |
| <input type="checkbox"/> TW Underlayment | 60 Months (5 Year) Limited Warranty |
| <input type="checkbox"/> Moisture Guard® | 60 Months (5 Year) Limited Warranty |
| <input type="checkbox"/> TW Seam Tape    | 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



**TW METAL & TILE • TW UNDERLAYMENT • MOISTURE GUARD® • TW SEAM TAPE**

**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® Architectural Asphalt Shingles, TAMKO Proline Premium Architectural Shingles, Elite Glass-Seal® 3-tab Shingles, MetalWorks® steel shingles, waterproofing materials and ventilation products.