

**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 SHINGLES 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.com](http://www.adr.com) 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 ROOFING 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 ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE 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 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.

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 SHINGLES EXCEPT AS DESCRIBED ABOVE.

**THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY IS VALID ONLY IN THE UNITED STATES, EXCLUDING HAWAII AND ALASKA. THIS LIMITED WARRANTY APPLIES TO TAMKO FIBERGLASS SHINGLES SOLD ON OR AFTER DECEMBER 1, 2004 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.**



**WARRANTY INFORMATION**  
(To be completed by Owner and Contractor)

Owner's Name \_\_\_\_\_

Address Where Applied \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Type of TAMKO shingle applied:

- TAMKO Glass-Seal 240 Months (20 Year) Limited Warranty
- TAMKO Glass-Seal AR 240 Months (20 Year) Limited Warranty
- TAMKO Elite Glass-Seal 300 Months (25 Year) Limited Warranty
- TAMKO Elite Glass-Seal AR 300 Months (25 Year) Limited Warranty
- TAMKO Heritage 30 360 Months (30 Year) Limited Warranty
- TAMKO Heritage 30 AR 360 Months (30 Year) Limited Warranty
- TAMKO Heritage XL AR 480 Months (40 Year) Limited Warranty
- TAMKO Heritage 50 600 Months (50 Year) Limited Warranty
- TAMKO Heritage 50 AR 600 Months (50 Year) Limited Warranty

Number of Squares \_\_\_\_\_

Color \_\_\_\_\_

Date of application of shingles \_\_\_\_\_

Total cost of shingles \_\_\_\_\_

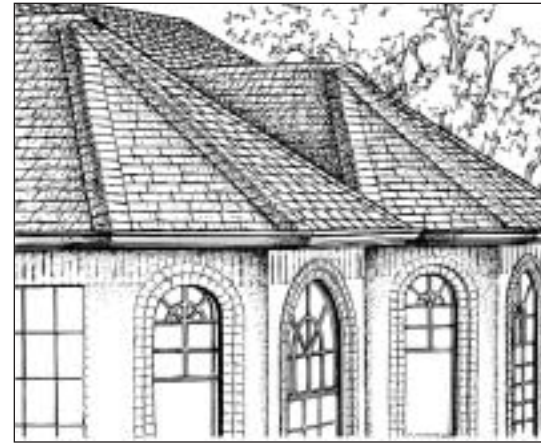
Total cost of shingle application \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**PROVEN TO LAST A LONG, LONG TIME.**

Since 1944, TAMKO has been protecting homes with premium roofing products that last a long, long time.

**ROOFING PRODUCTS FOR THE PROFESSIONAL.**

TAMKO Roofing Products, Inc. has grown to become the largest independent manufacturer of residential and commercial roofing materials for the roofing professional. TAMKO offers a complete line of fiberglass, organic, and modified asphalt roofing products.

Our emphasis on quality products, and customer satisfaction has made TAMKO the leader in the roofing industry that it is today.



P.O. Box 1404  
Joplin, MO 64802 USA  
[www.tamko.com](http://www.tamko.com)



**Heritage® 50**  
**Heritage® 50 AR**  
**Heritage® XL AR**  
**Heritage® 30**  
**Heritage® 30 AR**

**Elite Glass-Seal®**  
**Elite Glass-Seal® AR**

**Glass-Seal**  
**Glass-Seal AR**

**FIBERGLASS SHINGLES LIMITED WARRANTY**

# TAMKO®

## ROOFING PRODUCTS

**The Owner may transfer this limited warranty one time during the first two years of Term to a Purchaser. No other transfers are permitted.**

### FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY

In this limited warranty certain capitalized words have specific meanings:

“TAMKO” means TAMKO Roofing 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 the number of months set forth in Table 1.

“Owner” means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence and are the first person to occupy the residence, TAMKO will consider you to be the Owner even though the Shingles were already installed.

“Shingles” means the TAMKO shingles identified in this limited warranty which were installed on a building owned by the Owner.

“Purchase” means the retail purchase of the Shingles.

“Full Start Period” means the initial period of the Term during which TAMKO’s obligation is not prorated. The length of the Full Start Period is listed in Table 1.

“Maximum Liability” means the obligation of TAMKO described in the paragraphs titled “TAMKO Full Start Period” and “After the Full Start Period,” whichever is applicable.

“Labor Payment Certificate” means a certificate issued by TAMKO that may be redeemed to pay some or all of the cost of labor for roof repairs.

“Material Certificate” means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement shingles of the same type and color as the Shingles which are to be replaced. If shingles of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available.

“AR” means Shingles which are covered by a warranty that provides for cleaning of discoloration caused by certain algae growth. “AR” appears as part of the name or description on the wrapper of AR designated shingles, such as “Glass Seal AR” or “Heritage 30 AR.” Only AR designated shingles are covered by an Algae Cleaning Limited Warranty.

“Square” means 100 square feet for most shingles. For Heritage 50 and Heritage XL “Square” means 98.4 square feet.

“High Wind Application” means application of shingles with six nails in accordance with Mansard application instructions appearing on the shingle wrapper, with TAMKO Hip and Ridge shingles installed on all hips and ridges.

**TABLE 1**

SHINGLE	TERM	FULL START PERIOD	STD APPLICATION WIND WARRANTY MPH	HIGH WIND APPLICATION WARRANTY MPH	DOLLAR LIMIT PER SQUARE
Glass Seal	240 months	3 years	60	—	\$25.00
Glass Seal AR	240 months	3 years	60	—	\$25.00
Elite Glass Seal	300 months	3 years	60	—	\$30.00
Elite Glass Seal AR	300 months	3 years	60	—	\$30.00
Heritage 30	360 months	5 years	70	—	\$40.00
Heritage 30 AR	360 months	5 years	70	—	\$40.00
Heritage XL AR	480 months	7 years	80	90	\$45.00
Heritage 50	600 months	7 years	90	110	\$55.00
Heritage 50 AR	600 months	7 years	90	110	\$55.00

**TAMKO Full Start Period:** If, during the Full Start Period, Shingles are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide the Owner with a Material Certificate for replacement shingles (or, at TAMKO’s option, the Dollar Limit Per Square identified in Table 1) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing replacement shingles, according to the terms of this limited warranty. This is TAMKO’s Maximum Liability during the Full Start Period.

**After the Full Start Period:** If, after the end of the Full Start Period, Shingles are determined to have manufacturing defects which have directly caused leaks, TAMKO’s obligation is limited to providing the Owner with a Material Certificate for replacement shingles or, at TAMKO’s option, the Dollar Limit Per Square identified in Table 1. The Dollar Limit Per Square and the quantity of replacement shingles will be prorated over the life of this limited warranty. This is TAMKO’s Maximum Liability after the Full Start Period. TAMKO is not responsible for the cost of labor for installing replacement shingles after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300 month warranty Term, TAMKO’s Maximum Liability is to provide a Certificate for one third of the replacement shingles or, at TAMKO’s option, payment of one third of the Dollar Limit Per Square identified in Table 1. The remaining cost shall be the responsibility of the Owner.

Both during and after the Full Start Period, the extent of replacement is at the sole discretion of TAMKO. TAMKO is not responsible for the cost of flashings or metal work or for the cost of removing or disposing of Shingles which are to be replaced. Replacement shingles will be warranted only for the remainder of the original Term. Tender of payment of the prorated 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 problem with the Shingles. The notice must include documentary proof of Purchase.



**Right of Inspection and Time for Payment:** TAMKO shall have a reasonable time after notification to inspect the Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner’s expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. 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 Shingles 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 will have up to ninety (90) days after receipt of notification to process the Owner’s claim.

**120 Month Algae Cleaning Limited Warranty:** If, during the initial 120 months of the Term, Shingles designated AR become stained by certain algae growth, including blue-green algae, TAMKO will issue to the Owner a Labor Payment certificate that may be used to pay the reasonable cost of cleaning the shingles (up to a maximum of \$15 per square). TAMKO shall have no liability or responsibility for cleaning shingles with algae growth: (a) after the initial 120 months of the Term for Shingles which are designated AR, or (b) at any time for Shingles that are not designated AR.

**60 Month Limited Wind Warranty:** The Shingles are also covered by a 60 month limited warranty against damage from wind up to the designated wind velocity per product identified in Table 1. This Limited Wind Warranty applies only if: (a) the Shingles were installed according to the instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down. Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate. If conditions (a) and (b) have been met and during the first 60 months of the Term the Shingles are damaged or blown off by wind up to the designated wind velocity for the product as a result of a manufacturing defect, TAMKO will process the Owner’s claim in accordance with the sections titled “TAMKO Full Start Period” or “After the Full Start Period,” whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing unsealed Shingles and replacing Shingles which have blown off and a Material Certificate for the number of shingles that have blown off. Shingles will be conclusively deemed to have been exposed to winds in excess of the designated wind velocity for the product if the National Weather Service or other reputable weather agency records winds in excess of the designated wind velocity for the product in the county or parish where the Shingles are installed or in any adjoining county or parish. TAMKO shall have no liability under this Limited Wind Warranty if the Shingles have been exposed at any time to winds in excess of the designated wind velocity for the product.

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

- Faulty or improper application of the Shingles, inadequate ventilation of the Shingles or Shingles not installed or applied in accordance with TAMKO written instructions to the installer on the packaging or leaks or damages resulting from any one or more of such causes.
- Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
- Tear-off, removal, or disposal of any Shingles, or for any costs related to such tear-off, removal, or disposal.
- Removal or abatement of any asbestos present in the roof to which the Shingles are applied, or for any costs related to such removal or abatement.
- Shading or discoloration from any cause whatsoever, including, but not limited to algae, moss or staining from overhanging trees, except as provided in the Algae Cleaning Limited Warranty set forth above.
- Damage caused by Algae or fungus growth.
- Leaks or damages resulting from Acts of God (including, but without limitation, lightning, wind (except as set forth in the Limited Wind Warranty), hurricane, tornado, hail, or other violent storm or casualty), impact of objects or damage to a roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building, or for any defect in or failure of material used as a roof base over which the Shingles are applied, or for damage by traffic on the roof.
- Chemical attack on the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
- Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.

**Transferability:** The Owner may transfer this limited warranty one (1) time during the first two (2) years of the Term to a purchaser of the building upon which the Shingles are installed (a “Purchaser”). The transfer must occur simultaneously with the sale of the building. To transfer this limited warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date the Shingles were installed, and the date of the transfer. The Owner may transfer this limited warranty only one (1) time. Except for one transfer to a Purchaser during the first two (2) years of the Term, this limited warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this limited warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this limited warranty or the building to which the TAMKO Shingles are applied shall immediately terminate all liability of TAMKO for the Shingles, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.