



**Non-Transferability:** This limited warranty shall accrue and inure only to the benefit of the first consumer purchaser or owner of the TAMKO shingles and shall not be assigned, sold or transferred in any manner whatsoever. Any assignment, sale or transfer of the 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.

**Legal Remedies:** THE OBLIGATION CONTAINED IN THIS CONTRACT 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 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 CAN NOT 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 other provision shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY OTHER 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 WARRANTY IS VALID ONLY IN THE UNITED STATES OF AMERICA, EXCLUDING CALIFORNIA, HAWAII AND ALASKA. A SEPARATE LIMITED WARRANTY IS AVAILABLE FOR PRODUCTS USED IN CALIFORNIA. THIS TAMKO SHINGLE LIMITED WARRANTY APPLIES TO TAMKO SHINGLES PURCHASED ON OR AFTER APRIL 15, 1999 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.**

TAMKO shingles and of their application. After the 12th month of the Term, TAMKO's maximum liability shall be limited to the prorated reasonable replacement cost of the shingles and of their application and shall be equal to the product of: (1) the quotient derived by dividing the reasonable replacement cost by the total months of the Term, multiplied by (2) the difference between the total months of the Term minus the total months of service (the number of months from the date of Purchase to the date of notification to TAMKO of leaks as set forth above). The remaining cost shall be the responsibility of the Owner. The extent of repair or replacement is at the sole discretion of TAMKO.

TAMKO's prorated maximum liability is calculated as follows:

WARRANTY COVERAGE PRORATION CALCULATION		
TAMKO Prorated Maximum Liability	=	Reasonable Replacement Cost of the Shingles x Remaining Months of the Warranty
		----- Total months of warranty

**60 Month Limited Wind Warranty:** When installed according to the instructions printed on the wrapper and after the shingles have had the opportunity to seal down, the shingles identified hereon shall, during the initial 60 months of the Term, resist damage by winds up to 60 miles per hour. Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate. If TAMKO determines that sealing did not occur as a result of a manufacturing defect, TAMKO will repair or replace or tender payment to the Owner of the reasonable cost of repairing or replacing any such unsealed shingle. The extent of the repair or replacement is at the sole discretion of TAMKO. TAMKO may manually seal the shingles or replace the shingles with shingles of a similar color or tender payment to the Owner of the reasonable cost thereof. Shingles will be conclusively deemed to have been exposed to winds in excess of 60 miles per hour if the National Weather Service or other reputable weather agency records wind in excess of 60 miles per hour in the county or parish where the shingles are installed or in any adjoining county or parish.

**Exclusions from Coverage:** Tamko shall not be liable for:

1. 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 therefrom.
2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any shingles; or for any costs related to such tear-off, removal, or disposal.
4. 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.
5. Shading discoloration, fungus or algae contamination.
6. 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.
7. Chemical attack on the shingles 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.
8. Leaks or damage from any cause other than inherent manufacturing defect in the shingle.



## FIBERGLASS / ASPHALT SHINGLE LIMITED WARRANTY

TAMKO Roofing Products, Inc. (TAMKO) warrants to the original consumer purchaser (the "Owner") that if, during the term of this limited warranty (the "Term"), the TAMKO shingles identified hereon are determined to have manufacturing defects which have directly caused leaks, TAMKO will, subject to the conditions herein set forth, make repairs or cause repairs to be made to said shingles, or will replace the same (exclusive of flashings and metal work and repairs required by defects therein) as required to prevent leaks resulting directly from manufacturing defects. Alternatively, at TAMKO's option, TAMKO may tender payment to the Owner of the lesser of the reasonable cost of repairs or the amount of TAMKO's maximum liability as set forth below. The Term begins on the date of the retail purchase (the "Purchase") of the shingles and continues, unless sooner terminated, for the applicable period designated on the reverse side hereof.

**Proof of Purchase:** Claims under this limited warranty will require documentary proof of Purchase of the shingles.

**Notification to TAMKO:** The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any leaks alleged to result from manufacturing defects within thirty (30) days following discovery of the leak.

**Right of Inspection and Time for Repair, Replacement, or 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. In lieu of or in addition to an inspection, TAMKO may request that the Owner complete and deliver to TAMKO 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 (including, but not limited to, failing to provide sample shingles or photographs or to complete and return a warranty questionnaire), TAMKO's obligation hereunder shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this warranty, TAMKO will have up to ninety (90) days after receipt of notification to make or cause to be made repairs or replacements unless otherwise prevented by Acts of God, or to tender payment to the Owner of the lesser of the reasonable cost of repairs or the amount of TAMKO's maximum liability as set forth below. Prior to the expiration of such 90-day period, TAMKO will not be liable for any cost of repair or replacement unless TAMKO has given its written approval of the repair or replacement and of the cost thereof. Tender of payment to the Owner of the maximum liability set forth below, shall immediately terminate all liability of TAMKO and all warranties contained herein or hereunder.

**TAMKO Warranty Coverage Period/Limitations on Liability:** TAMKO's maximum liability shall be limited during the first 12 months of the Term to the reasonable replacement cost of the