

The Original Owner of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. No other transfers are permitted.



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

# FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY AND ARBITRATION AGREEMENT

## HERITAGE® VINTAGE® • HERITAGE® PREMIUM • HERITAGE WOODGATE® • HERITAGE® • ELITE GLASS-SEAL®

The Limited Warranty and Arbitration Agreement for your Shingles 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 SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL SHINGLES 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.**

**How Long Will Your Shingles Last:** It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the harsh elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of ultra-violet radiation from the sun, pollution, and debris from nearby trees and many other factors. 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 Shingles 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 Shingles to fail to perform their intended purpose of shedding water.

**Definitions** - In this Limited Warranty certain capitalized words have specific meanings:

**"Algae Relief"** means Shingles which are covered by an Algae Cleaning Limited Warranty.

**"Full Start Period"** means the initial period of the Term during which TAMKO's obligation is not prorated and includes the reasonable cost of labor. The length of the Full Start Period is listed in Table 1.

**"High Wind Application"** means application of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles in strict accordance with the High Wind Warranty Fastening Pattern application instructions printed on the wrapper. See local building codes for additional nailing requirements. If High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

**"Labor Payment Certificate"** means a certificate issued by TAMKO that may be redeemed to pay some or all of the reasonable cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty. Certificates must be redeemed within 12 months after issuance to prevent expiration.

**"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 defective Shingles which are to be replaced. If shingles of the same type or color are no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement shingles may not match the original shingles due to many factors, including but not limited to, normal weathering and manufacturing conditions. Certificates must be redeemed within 12 months after issuance to prevent expiration.

**"Original Owner"** means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence from its builder and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Original Owner even though the Shingles were already installed.

**"Purchaser"** means someone who purchases from the Original Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles or within the first two (2) years for Elite Glass-Seal Shingles and the Original Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

**"Shingles"** means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the Original Owner.

**"TAMKO"** means TAMKO Building Products, Inc.

**"Term"** means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the number of months set forth in Table 1.

**TAMKO Full Start Period:** If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO's option, the reasonable cost of replacement shingles) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement shingles, according to the terms of this Limited Warranty. This is TAMKO's maximum obligation during the Full Start Period.

**After the Full Start Period:** If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles. The reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the term of this Limited Warranty. This is TAMKO's maximum obligation after the Full Start Period. TAMKO is not responsible for any cost of labor 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 obligation is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

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 any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, flashings, metal work, etc. TAMKO is not responsible for the cost of tear-off, removing or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired,

replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is settled. Replacement shingles will be warranted only for the remainder of the original Term. Tender of TAMKO's Maximum Obligation shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

**Notification to TAMKO:** The Original Owner or Purchaser must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. 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.

**Right of Inspection and Time for Payment:** TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Original Owner or Purchaser must complete and deliver to TAMKO, at the Original Owner's or Purchaser'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, or if the Original Owner or Purchaser 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 a reasonable time after the inspection of the Shingles to process the claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

**120 Month Algae Relief - Algae Cleaning Limited Warranty:** If, during the initial twelve months after installation, the Shingles become significantly stained by certain algae growth, including blue-green algae, TAMKO will issue to the Original Owner or Purchaser a Labor Payment Certificate that may be used to pay the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$15 per one hundred square feet of affected roof area). After the initial twelve months after installation, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining months of this Algae Cleaning Limited Warranty by dividing the number of months remaining in the Algae Cleaning Limited Warranty by 120. For example, if TAMKO is notified of an Algae Cleaning Limited Warranty claim at a time when 40 months remain in the 120 month Algae Cleaning Limited Warranty, TAMKO's Maximum Obligation is to provide a Labor Payment Certificate for one third of the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$5 per one hundred square feet of affected roof area). TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months after installation, or (b) Shingles not significantly stained by algae growth.

**Limited Wind Warranty:** This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with application instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down.

- Cool Weather Installation-** Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. Shingles that are not exposed to direct sunlight or adequate temperatures may never seal. Failure to seal under these circumstances is not a manufacturing defect and requires hand sealing.
- Remedy-** If conditions (a) and (b) have been met and during the Limited Wind Warranty term the Shingles are damaged or blown off by winds at or below the designated wind velocity (see Table 1) as a result of a manufacturing defect, TAMKO will process the Original Owner's or Purchaser'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 Original Owner or Purchaser 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.
- How is Wind Exposure Determined?** 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 or gusts in excess of the designated wind velocity for the Shingles in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty.

**Exclusions from Coverage:** There are many reasons why roofs fail, including but not limited to the following matters, all of which are beyond TAMKO's control. TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for:

- Shingles that have been: (a) improperly applied, stored or handled; (b) installed without adequate ventilation; or (c) not installed in strict accordance with application instructions printed on the wrapper and standard good roofing practices.
- Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Relief- Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth, birds, or animals.
- Leaks or damages resulting from Acts of God (including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), hail, or other storm or casualty); acid rain; impact of objects; damage to a roof due to movement, settlement, distortion, failure, defects or cracking of the building or its roof deck, walls or foundation; 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.
- Damage to 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.

In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for direct or indirect economic damages, or for consequential, incidental or punitive damages of any kind (some states do not permit exclusion of consequential or incidental damages so this exclusion may not apply to you), damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever; or for removal or abatement of any asbestos present in the building on which the Shingles are applied.

**Transferability:** The Original Owner of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the building upon which the Shingles are installed. The Original Owner of Elite Glass-Seal shingles 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. The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Original Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Original Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date of retail purchase of the Shingles, and the date of the transfer. The Original Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, 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 obligations of TAMKO for the Shingles, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

**Class Action Waiver:** YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE SHINGLES 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.

**MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE SHINGLES 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 SHINGLES 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.**

**Actions Must Be Commenced Within One Year:** Any action relating to the Shingles 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 retail purchase of the Shingles. 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 Original Owner, Purchaser or any other person or entity for all matters regarding the Shingles. **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 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 SHINGLES.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Shingles sold on or after February 1, 2016. The Limited Warranty for your Shingles 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



4 0 0 0 3 7 2

SHINGLE	TERM	FULL START PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM
Elite Glass-Seal	300 months	5 years	60 mph	—	5 years	120 months
Heritage	360 months	15 years	110 mph	130 mph	15 years	120 months
Heritage Woodgate	360 months	15 years	110 mph	130 mph	15 years	120 months
Heritage Premium	600 months	20 years	110 mph	130 mph	15 years	120 months
Heritage Vintage	600 months	20 years	110 mph	130 mph	15 years	120 months

TABLE 1.

P.O. Box 1404  
Joplin, MO 64802-1404  
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: \_\_\_\_\_

TYPE OF TAMKO SHINGLE APPLIED:

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> TAMKO Elite Glass-Seal  | 300 Months (25 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage          | 360 Months (30 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Woodgate | 360 Months (30 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Premium  | 600 Months (50 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Vintage  | 600 Months (50 Year) Limited Warranty |

NUMBER OF SALES SQUARES: \_\_\_\_\_ DATE OF APPLICATION: \_\_\_\_\_

COLOR: \_\_\_\_\_

TOTAL COST OF SHINGLES: \_\_\_\_\_ TOTAL COST OF SHINGLE APPLICATION: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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



Elite Glass-Seal

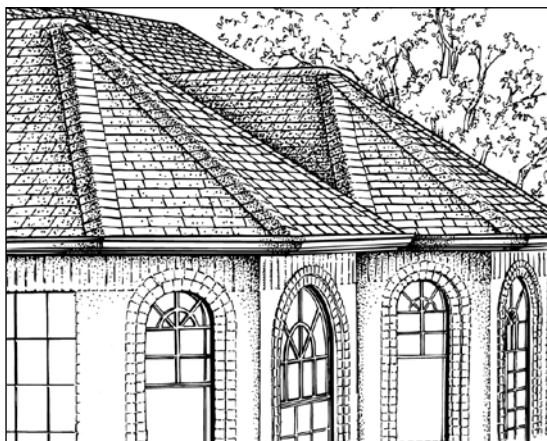


Heritage Woodgate  
Heritage



Heritage Premium  
Heritage Vintage

**HERITAGE® VINTAGE® • HERITAGE® PREMIUM • HERITAGE WOODGATE® • HERITAGE® • ELITE GLASS-SEAL®**



### 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.