

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



800-641-4691
www.tamko.com

TAMKO PROSHIELD® ENHANCED LIMITED WARRANTY

Enhanced By TAMKO WXTSHIELD ENHANCED SYSTEM WARRANTY®

OWNER'S NAME: **LEAH FOSTER**

ADDRESS WHERE INSTALLED: **1012 BARTHOLOMEW ST**

CITY: **NEW ORLEANS**

STATE: **LA**

ZIP : **70117**

COMPANY NAME: **AM PROPERTIES**

WARRANTY REGISTRATION #: **00007655**

DATE OF INSTALLATION: **1/9/2024**

TAMKO SHINGLE PRODUCT INSTALLED: **Titan XT**

SHINGLE COLOR: **Olde English Pewter**

NUMBER OF SQUARES: **10**

TAMKO ACCESSORY PRODUCTS COVERED BY THIS WARRANTY:

UNDERLAYMENTS: **Synthetic Guard**

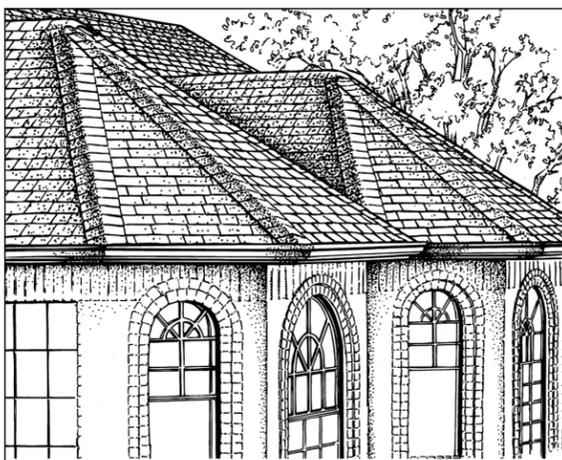
STARTER: **TAMKO Shingle Starter**

HIP & RIDGE: **12x12 Hip & Ridge**

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



Titan XT®
StormFighter IR®
Heritage® Vintage®



BUILDING PRODUCTS FOR THE PROFESSIONAL.

TAMKO Building Products LLC is a leading independent manufacturer of residential roofing shingles crafted with American pride for more than 75 years. At TAMKO, the popular Heritage® shingle series and Proline™ shingle series feature the best roofing colors on the market that are backed by a brand name recognized for its rich history, core values of honesty and integrity, quality products and processes, authority with building professionals and support for its community.

The Original Owner of certain TAMKO® Laminated Asphalt Shingles may transfer this Limited System Warranty one time during the first ten (10) years of the Term to a Purchaser.



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TAMKO PROSHIELD® ENHANCED LIMITED WARRANTY *Enhanced By* TAMKO WXTSHIELD ENHANCED SYSTEM WARRANTY®

The Limited System Warranty for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited System Warranty was current at time of printing. To obtain a copy of the most current version of this Limited System Warranty, visit us online at tamko.com or call us at 800-641-4691.

THE REMEDIES CONTAINED IN THIS LIMITED SYSTEM WARRANTY ("Limited System Warranty") APPLY ONLY TO SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES. ALL SHINGLES INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED SYSTEM 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 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 System 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 System Warranty certain capitalized words have specific meanings:

"Accessory Products" refers to the qualifying TAMKO® branded products from at least three (3) separate product categories shown in Table 1 that have been installed as part of a TAMKO WxtShield Roof System™. The Accessory Products must be documented and registered at the same time and as part of the Limited System Warranty registration process.

"Accessory Products Warranty" means the individual and separate limited warranties provided with each of the Accessory Products, which provide all terms, conditions, limitations and disclaimers with respect to the Accessory Products. **Except as expressly referenced in this Limited System Warranty the terms of the Accessory Products Warranty are applicable, remain unchanged and control in the event of any conflict of terms.**

"Eligibility Requirements" means all of the following requirements have been met and confirmed for TAMKO to extend the Limited System Warranty:

1. Shingles installed must already qualify for a TAMKO ProShield® Enhanced Limited Warranty as listed on Table 2.
2. All roof components above the roof deck must be properly installed by a TAMKO Pro Certified Contractor or a TAMKO MasterCraft Pro Certified Contractor.
3. Shingles and Accessory Products must not be installed over existing shingles. Complete tear-off of previously installed shingles, underlayments, and other roof components above the roof deck is required. Re-covers or roof-overs do not qualify.
4. Shingles must be installed with a minimum of three (3) qualifying Accessory Products from at least three (3) separate product categories as shown in Table 1 and as part of the same qualifying roof installation in order to be eligible for the Limited System Warranty.
5. Shingles and Accessory Products must be properly installed over all roof planes of the building. Partial installations do not qualify.
6. The Original Owner's TAMKO Pro Certified Contractor or TAMKO MasterCraft Pro Certified Contractor, as applicable, **MUST** register the Limited System Warranty within 90 days after completion of the installation of the roof in connection with the registration of a Limited System Warranty. It is the responsibility of the Original Owner and not TAMKO to ensure proper and timely registration of the applicable warranties by the TAMKO Certified Contractor.
7. Except as expressly stated herein, the Accessory Products Warranty sets forth all applicable terms for the Accessory Products.

"Application Instructions" are the full and official application instructions found at tamko.com, which should be reviewed prior to and followed during any installation. For your convenience, abbreviated application instructions are printed on the wrapper.

"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 necessary to install applicable replacement System Products. The length of the Full Start Period for Shingles and other System Products is the same as that shown for the corresponding Shingle as listed in Table 2.

"High Wind Application" means application of your Shingles in strict accordance with the High Wind Warranty Fastening Pattern Application instructions as defined in the Application Instructions. (See local building codes for additional nailing requirements.) If all 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, reasonable cost of tear-off, removal and disposal of defective System Products, or replacement of any defective System Products according to this Limited System Warranty. Certificates must be redeemed within 12 months after issuance to prevent expiration.

"Lifetime" means the period of time beginning with the date of retail purchase of the Shingles and continuing as long as the Original Owner or a Purchaser, as defined below, owns the building upon which the Shingles are installed.

"Limited System Warranty" means the combination of (a) the TAMKO ProShield® Enhanced Limited Warranty for qualifying Shingles when installed by a TAMKO Pro Certified Contractor or a TAMKO MasterCraft Pro Certified Contractor, with (b) the TAMKO WXTSHIELD ENHANCED SYSTEM WARRANTY® for qualifying Accessory Products that have met all Eligibility Requirements, and replaces the Standard Limited Warranty printed on the Shingles wrapper, packaging or other materials. **The terms of this Limited System Warranty control in the event of a conflict with the terms of the Standard Limited Warranty on any Shingle wrapper, packaging or other materials.**

"Limited Wind Warranty Term" means the period of time the Limited Wind Warranty lasts, beginning on the date of retail purchase of the Shingles and continuing for the length of time set forth in Table 2.

"Material Certificate" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement System Products of the same type and color as the defective System Products which are to be replaced. If System Products 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 System Products 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 System Products were already installed.

TABLE 1.

TAMKO® Product Category	TAMKO® Branded Accessory Product
Seam Tape	• TW Seam Tape
Ice & Rain Underlayments	• TW Metal & Tile • TW Underlayment • Moisture Guard® Ice & Rain Underlayment
Synthetic Underlayments	• Synthetic Guard™ Underlayment • Synthetic Guard™ Plus Underlayment
Starter Shingles	• TAMKO® Shingle Starter • TAMKO® 10-inch Starter • TAMKO® Perforated Starter • TAMKO® Vintage® Starter
Hip & Ridge Shingles	• TAMKO® Hip & Ridge Shingles • TAMKO® Hip & Ridge IR • TAMKO® Proline™ Hip & Ridge • Heritage® Designer Ridge Shingles • Heritage® Vintage® Hip and Ridge
Continuous Ridge Ventilation	• CoolRidge® Ridge Ventilation • CoolRidge® (with filter) Ridge Ventilation • Xtractor Vent™ XLP Turbo Continuous Ridge Ventilation • Rapid Ridge® Continuous Ridge • Roll Vent™ Continuous Ridge • QuickVent™ Continuous Ridge

TABLE 2.

SHINGLE	TERM	FULL START™ NON-PRORATED WARRANTY PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM
Titan XT®	Limited Lifetime*	20 Years	110 mph	160 mph	15 Years	120 months
StormFighter IR®	Limited Lifetime*	20 Years	110 mph	160 mph	15 Years	120 months
Heritage® Vintage®	Limited Lifetime*	20 years	110 mph	130 mph	15 years	120 months

* Lifetime applies only to Shingles installed on a Single-Family Structure. The Term is 480 months for Shingles installed on non-Single-Family Structures.

"Purchaser" means someone who purchases from the Original Owner the building upon which the System Products are installed, but only if the purchase occurs within the first ten (10) years after installation for System Products and the Original Owner and Purchaser comply with the requirements in this Limited System Warranty in the section labeled "Transferability."

"Shingles" means the TAMKO laminated asphalt shingles identified in Table 2 in this Limited System Warranty which were installed on a building owned by the Original Owner.

"Single-Family Structure" means owner occupied, single family, residential structures and does not include: (a) multifamily, non-residential or non-owner-occupied structures; (b) structures owned by a corporation, partnership, limited liability company, trust, governmental entity, religious entity, school district, condominium, homeowner association, or cooperative housing arrangement; or (c) buildings such as schools, apartment buildings, office buildings, multi-use structures or any other type of building or premises not owned by an individual homeowner for his or her own residence.

"System Products" means the qualifying Shingles and Accessory Products that meet all Eligibility Requirements and are installed as part of a TAMKO WxtShield Roof System™ under this Limited System Warranty.

"TAMKO" means TAMKO Building Products LLC.

"TAMKO MasterCraft Pro Certified Contractor" refers to a professional roofing contractor that has (a) applied for and (b) been approved by TAMKO to be a TAMKO MasterCraft Pro Certified Contractor. A TAMKO MasterCraft Pro Certified Contractor is able to offer this Limited System Warranty to the Original Owner when it (i) meets all Eligibility Requirements; (ii) installs qualifying Shingles according to TAMKO's Application Instructions available on tamko.com; and (iii) complies with all TAMKO requirements for the issuance of this Limited System Warranty, including but not limited to, timely completion and delivery to TAMKO of all required TAMKO documents and forms and the issuance of this Limited System Warranty with no separate charge to the Original Owner.

"TAMKO Pro Certified Contractor" refers to a professional roofing contractor that has (a) applied for and (b) been approved by TAMKO to be a TAMKO Pro Certified Contractor. A TAMKO Pro Certified Contractor is able to offer this Limited System Warranty to the Original Owner when it (i) meets all Eligibility Requirements; (ii) installs qualifying Shingles according to TAMKO's Application Instructions available on tamko.com; and (iii) complies with all TAMKO requirements for the issuance of this Limited System Warranty, including but not limited to, timely completion and delivery to TAMKO of all required TAMKO documents and forms and the issuance of this Limited System Warranty with no separate charge to the Original Owner.

"TAMKO WxtShield Roof System™" means the installation by a TAMKO Pro Certified Contractor or a TAMKO MasterCraft Pro Certified Contractor of qualifying Accessory Products from at least three (3) separate product categories at the same time and on the same Original Owner's roof structure as the eligible Shingles and otherwise meeting all Eligibility Requirements.

"Term" means the period of time this Limited System Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the length of time set forth in Table 2. For TAMKO Shingles installed on a Single-Family Structure, the Term is the period of time during which the Original Owner or Purchaser owns the building. For TAMKO Shingles installed on structures other than Single-Family Structures, the Term is 480 months.

TAMKO Full Start Period: If, during the Full Start Period, System Products that have been installed (1) by either a TAMKO Pro Certified Contractor or a TAMKO MasterCraft Pro Certified Contractor and (2) in strict accordance with the Application Instructions available on tamko.com are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide a Material Certificate for replacement System Products to repair or replace such defective System Products (or, at TAMKO's option, the reasonable cost of replacement System Products) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement System Products, according to the terms of this Limited System Warranty. Any cost of replacement System Products; cost of repair or replacement of defective System Products; and cost of installing replacement System Products will be reasonably determined by TAMKO. 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 (1) by either a TAMKO Pro Certified Contractor or a TAMKO MasterCraft Pro Certified Contractor and (2) in strict accordance with the Application Instructions available on tamko.com are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner or Purchaser 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, as reasonably determined by TAMKO. The reasonable cost of replacement Shingles and the quantity of such replacement Shingles will be prorated. 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.

For TAMKO Shingles, after the Full Start Period and until the end of the 40th year of the Term, the prorated remedy will be equal to the reasonable cost of replacement Shingles or the quantity of such replacement Shingles reduced by 2% for each year elapsed during the Term. Beginning with the 41st year and continuing for the remainder of the Term, the prorated remedy will be equal to 20% of the reasonable cost of replacement Shingles or the quantity of such 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. Unless otherwise provided herein, TAMKO is not responsible for the cost of any materials (including, but not limited to, underlayment, flashings, metal work, etc.) or labor to install any materials other than the replacement System Products or Shingles, respectively. Unless otherwise provided herein, TAMKO is not responsible for the cost of tear-off, removing or disposing of System Products which are to be replaced. TAMKO reserves the right to arrange directly for your System Products to be repaired, replaced or cleaned. The remedy under this Limited System Warranty is available only for System Products 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 System Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Original Owner or Purchaser must notify TAMKO of claims under this Limited System Warranty within thirty (30) days following discovery of the potential problem with the Shingles. Visit The TAMKO Warranty Center at 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 System 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 System 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 claim (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited System Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited System 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 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 the Application Instructions available on tamko.com and any additional requirements specified in this warranty have been fulfilled and (b) the Shingles have had the opportunity to seal down.

1. **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 System 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.
2. **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 2) 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.
3. **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 System Warranty or otherwise for:

1. Shingles that have been: (a) improperly applied, stored or handled; (b) installed by a contractor that is NOT a TAMKO Pro Certified Contractor or a TAMKO Mastercraft Pro Certified Contractor; (c) installed without adequate ventilation; (d) not installed in strict accordance with the Application Instructions available on tamko.com and standard good roofing practices; or (e) installed over roof decks with polyurethane foam applied to the underside of the roof deck.
2. Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth, birds, or animals.
3. 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.
4. Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, gases, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
5. Leaks or damage to the Shingles from any cause other than an inherent manufacturing defect in the Shingles.

Any terms or exclusions contained in the applicable Accessory Products Warranty are applicable to the respective Accessory Products. In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited System 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 TAMKO WxtShield Roof System™ may transfer this Limited System Warranty one (1) time during the first ten (10) years of the Term to a Purchaser of the building upon which the System Products are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited System 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 TAMKO WxtShield Roof System™ is installed, documentation showing the date of retail purchase of the System Products, and documentation showing the date of the transfer. The Original Owner may transfer this Limited System Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited System Warranty may not be sold, assigned or transferred in any manner whatsoever. All other transfers are "AS-IS" with no warranty of any kind. Neither a Purchaser nor any other person may transfer this Limited System Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited System Warranty or the building to which the TAMKO WxtShield Roof System™ is applied shall immediately terminate all obligations of TAMKO for the System Products, 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 SYSTEM 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 SYSTEM 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 PO BOX 97, GALENA, KS 66739-0097. 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 SYSTEM 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 System 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 System 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 LLC, 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 System 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 SYSTEM 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 SYSTEM 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 System Warranty applies to TAMKO System Products sold on or after July 1, 2023. The Limited System Warranty for your System 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 SYSTEM WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

WARRANTY REGISTRATION NUMBER: 00007655