

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 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 liability 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.

**THIS LIMITED WARRANTY IS EXCLUSIVE AND REPRESENTS THE SOLE REMEDY AVAILABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY. OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, DAMAGES TO THE INTERIOR OR EXTERIOR OF ANY BUILDING WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER CAUSE. 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 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 AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION 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 AND PROVINCE TO PROVINCE. 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.**

**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.org](http://www.adr.org) 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 64802-1404 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY ABOVE.**

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 MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR 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 applies to TAMKO fiberglass Shingles sold on or after November 1, 2011. 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.**



**LIMITED 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 Elite Glass-Seal      300 Months (25 Year) Limited Warranty
- TAMKO Heritage                360 Months (30 Year) Limited Warranty
- TAMKO Heritage Woodgate   360 Months (30 Year) Limited Warranty
- TAMKO Heritage Premium    600 Months (50 Year) Limited Warranty
- TAMKO Heritage Vintage     600 Months (50 Year) Limited Warranty

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

Color \_\_\_\_\_

Date of application of Shingles \_\_\_\_\_

Total cost of Shingles \_\_\_\_\_

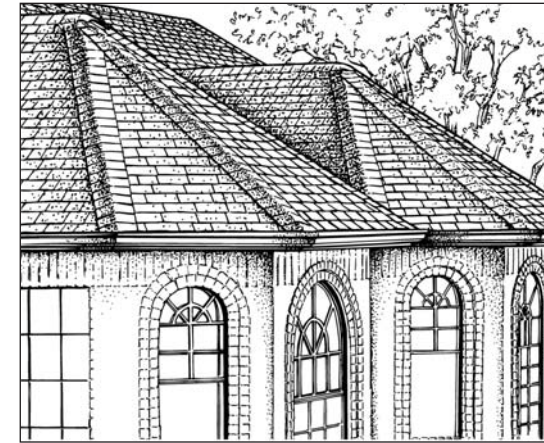
Total cost of Shingle application \_\_\_\_\_

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

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

Date \_\_\_\_\_

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



**BUILDING PRODUCTS FOR THE PROFESSIONAL.**

Since 1944, building professionals and homeowners have looked to TAMKO for quality products that are built to perform. Our extensive line of residential products includes: Lamarite® composite shingles, MetalWorks® steel shingles, Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, EverGrain® composite decking & railing and Elements® dockboards, Tam-Rail® railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



P.O. Box 1404  
Joplin, MO 64802-1404 USA  
tamko.com



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**Heritage® Vintage®  
Heritage® Premium  
Heritage® Woodgate  
Heritage®  
Elite Glass-Seal®  
Glass-Seal**

**FIBERGLASS SHINGLES  
LIMITED WARRANTY**



**The 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 Owner of Elite Glass-Seal and 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.**

The Limited Warranty 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.

**FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY**

**THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING HAWAII AND ALASKA) AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE 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. 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 that provides for cleaning of discoloration caused by certain algae growth. All Heritage Vintage, Heritage Premium, Heritage Woodgate, Heritage and Elite Glass-Seal Shingles come with the Algae Relief - Algae Cleaning Limited Warranty feature. Tuscaloosa produced Glass-Seal Shingles also come with the Algae Relief - Algae Cleaning Limited Warranty feature. Only shingles designated in this paragraph as having the Algae Relief feature 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 application instructions printed on the wrapper with the Shingles installed with six (6) fasteners in the locations specified for high wind application, and using TAMKO starter shingles at eaves and rakes. 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.

**“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.

**“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.

**“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 after its construction, TAMKO will consider you to be the Owner even though the Shingles were already installed.

**“Purchaser”** means someone who purchases from the 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 and Glass-Seal Shingles and the Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled “Transferability.”

**“Sales Square”** means 98.4 square feet for Heritage, Heritage Woodgate and Heritage Premium shingles produced in Tuscaloosa AL, Dallas TX, Phillipsburg KS, or Joplin MO. “Sales Square” means 98.5 square feet for Heritage and Heritage Woodgate, and 100 square feet for Heritage Premium shingles produced in Frederick MD. “Sales Square” means 100 square feet for Heritage Vintage shingles produced in Phillipsburg KS. “Sales Square” means 100 square feet for Elite-Glass Seal and Glass-Seal shingles produced in Frederick MD, Tuscaloosa AL, and Joplin MO. **“Shingles”** means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the 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.

**TABLE 1**

| SHINGLE           | TERM       | FULL START PERIOD | STD APPLICATION WIND WARRANTY MPH | HIGH WIND APPLICATION WARRANTY MPH | LIMITED WIND WARRANTY TERM | DOLLAR LIMIT PER SALES SQUARE |
|-------------------|------------|-------------------|-----------------------------------|------------------------------------|----------------------------|-------------------------------|
| Glass-Seal        | 240 months | 3 yrs             | 60                                | —                                  | 5 yrs                      | US \$25.00                    |
| Elite Glass-Seal  | 300 months | 5 yrs             | 60                                | —                                  | 5 yrs                      | US \$30.00                    |
| Heritage          | 360 months | 15 yrs            | 110                               | 130                                | 15 yrs                     | US \$40.00                    |
| Heritage Woodgate | 360 months | 15 yrs            | 110                               | 130                                | 15 yrs                     | US \$40.00                    |
| Heritage Premium  | 600 months | 20 yrs            | 110                               | 130                                | 15 yrs                     | US \$55.00                    |
| Heritage Vintage  | 600 months | 20 yrs            | 110                               | 130                                | 15 yrs                     | US \$95.00                    |

**Glass-Seal**



**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 the Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO’s option, the Dollar Limit Per Sales Square identified in Table 1) 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 Liability 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 Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles or, at TAMKO’s option, the Dollar Limit Per Sales Square identified in Table 1. The Dollar Limit Per Sales Square and the quantity of such 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 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 Liability is to provide a material Certificate for one third of the replacement shingles or, at TAMKO’s option, payment of one third of the Dollar Limit Per Sales 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 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 Liability shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

**Notification to TAMKO:** The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any 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 of the Owner to notify TAMKO as provided herein shall extinguish all liability 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 Owner shall provide TAMKO with reasonable access to the Shingles for

**Elite Glass-Seal**



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 a reasonable time after the inspection of the Shingles to process the Owner’s 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 120 months of the Term, Shingles designated with the Algae Relief feature, (see designated products under definition of “Algae Relief”) become significantly 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 exhibiting stains (up to a maximum of \$15 per Sales Square). After the initial twelve months of the Term, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining 108 months of this Algae Cleaning Limited Warranty. The remaining cost shall be the responsibility of the Owner. TAMKO may, at its option, provide a Material Certificate for replacement shingles (or a prorated portion of the replacement shingles) for Shingles exhibiting stains. This is TAMKO’s maximum liability under the Algae Cleaning Limited Warranty. TAMKO shall have no liability or responsibility for cleaning Shingles: (a) after the initial 120 months of the Term, (b) at any time for Shingles that do not have the Algae Relief feature, or (c) Shingles not significantly stained by algae growth.

**Limited Wind Warranty:** The Shingles are also covered by a Limited Wind Warranty against damage from wind up to the designated wind velocity identified in Table 1. 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. 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. If conditions (a) and (b) have been met and during the Limited Wind Warranty 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. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, without limitation, underlayment, flashings, metal work, etc. TAMKO’s Maximum Liability is to provide a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing all of the Shingles on the roof. Shingles will be conclusively deemed to have been exposed to winds or gusts in excess of the designated wind velocity for the product if the National Weather

**Heritage Heritage Woodgate**



Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the product 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 liability of TAMKO under this Limited Wind Warranty and all applicable implied warranties and conditions.

**Exclusions from Coverage:** TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty for:

- Faulty or improper application, storage or handling of the Shingles; inadequate ventilation of the Shingles; or Shingles not installed in strict accordance with application instructions printed on the wrapper and standard good roofing practices; or leaks or damages resulting from any one or more of such causes.
- 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.
- Tear-off, removal, or disposal of any Shingles, or for any costs related to such tear-off, removal, or disposal, or for any cost associated with underlayment, flashings, metal work, etc.
- 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, 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 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 violent 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.

**Transferability:** The 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 Owner of Elite Glass-Seal and 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 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

**Heritage Premium Heritage Vintage**

