

# 50-Year Limited Warranty

5. Except as set forth in the paragraph titled "30-Year Shingle Finish Limited Warranty," variations or natural changes in color, weathering, color fading, natural efflorescence, lifting, warping, surface cracks, imperfections or other changes are not covered by this warranty unless they directly cause leaks.
6. Shading, discoloration or damage due to buildup of mildew, moss, algae, fungus, overhanging trees, leaves, needles, branches or other debris or damage resulting from repair or attempted repair by anyone other than TAMKO® or an authorized TAMKO representative.
7. Leaks or damages resulting from Acts of God (including, but without limitation, snow, ice, lightning, wind [except as set forth in the Limited Wind Warranty], hurricane, tornado, hail, or other violent storm or casualty), impact of objects, damage to the METALWORKS® Products or to the 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 METALWORKS Products are applied or of other materials used in the application of the roof or for damage by traffic on the roof.
8. Damage to the METALWORKS Products as a result of exposure to standing water, salt spray, salt fog, fumes or chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, metals or organic or inorganic polar materials.
9. Leaks or damage to the METALWORKS Products from any cause other than inherent manufacturing defect.
10. Any METALWORKS Products not used for normal roof applications.
11. Damage caused by improper handling, shipment, or storage, neglect, abuse, misuse or improper upkeep and maintenance.
12. Damage caused by insects and/or animals.
13. Damage caused by installation, maintenance or use of equipment installed on the roof, including, but not limited to, air conditioners, heating units, satellite equipment, antennas, power lines or solar systems.
14. METALWORKS Products that have been painted or whose surface has been altered in any way after leaving TAMKO's factory, without prior written authorization from TAMKO.
15. Damage caused by factors that are beyond the control of TAMKO. The serviceable life of the METALWORKS Products may be affected by many factors such as quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of the underlayments. These are all factors beyond TAMKO's control and for which TAMKO makes no warranty.

**Transferability:** The Owner may transfer this Limited Warranty one (1) time during the Term to a purchaser of the building upon which the METALWORKS Products are installed (a "Purchaser"). The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include: (a) the names of the Owner and the Purchaser, (b) the address of the building upon which the METALWORKS Products are installed, (c) the date the METALWORKS Products were installed, (d) the date of the transfer, and (e) a transfer fee of \$100.00 in the form of a money order or certified check payable to TAMKO Building Products, Inc. The Limited Warranty may only be transferred one (1) time. Except for one transfer by the Owner to a Purchaser 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 METALWORKS Products are applied shall immediately terminate all liability of TAMKO for the METALWORKS Products, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

**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 PRODUCTS, 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), THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802-1404 WITHIN THE TIME PERIOD PRESCRIBED BELOW.

**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.**

**LEGAL REMEDIES: REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY ARE EXCLUSIVE AND REPRESENT THE SOLE REMEDIES AVAILABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY MORTGAGEE, INSURER, OR OTHER PARTY IN INTEREST. 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 DIRECT OR INDIRECT ECONOMIC DAMAGES, OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (WHETHER TO THE PURCHASER, OWNER OR THIRD PARTIES), PROPERTY DAMAGE AND/OR LOSS OF BUSINESS OR PROFIT.**

SOME STATES AND PROVINCES 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. 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.

**ONE YEAR STATUTE OF LIMITATIONS.** NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE PRODUCT, ITS 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.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

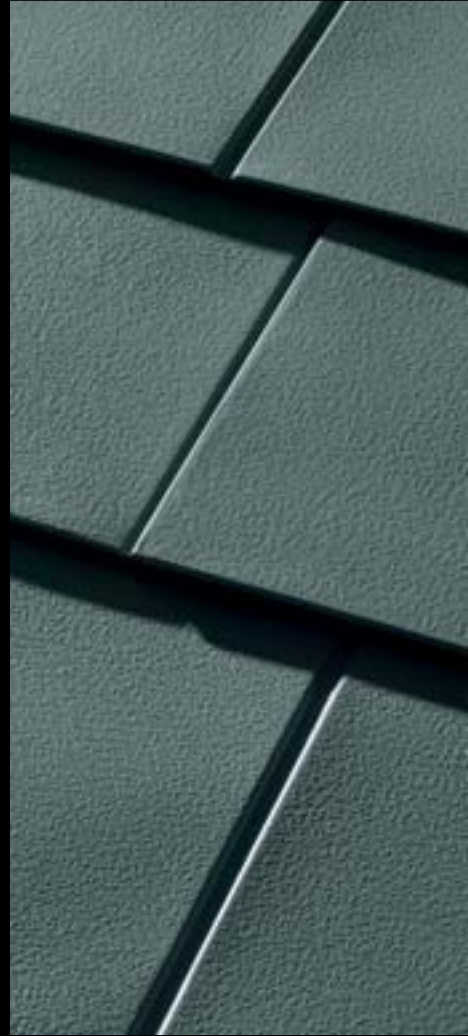
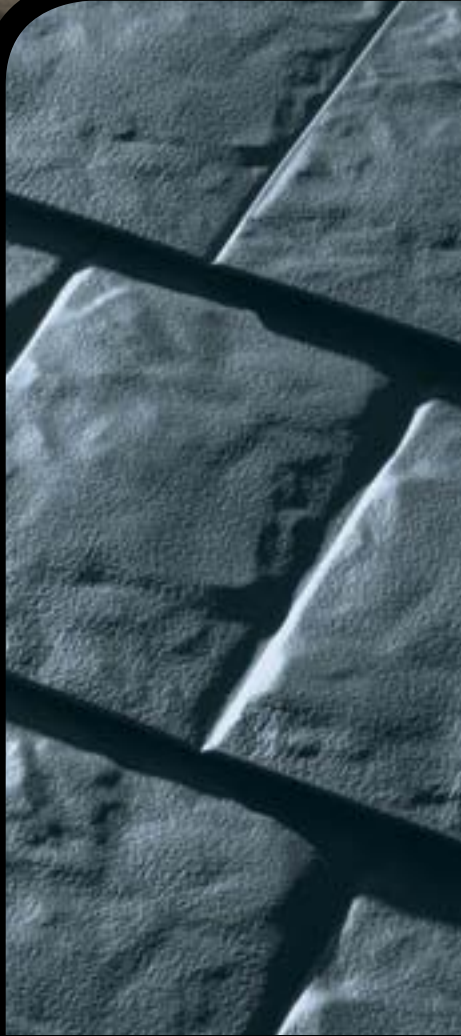
**IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNINSTALLED MARKETABLE PRODUCTS TO THE TAMKO AUTHORIZED DEALER WHO ORIGINALLY SOLD YOU THE PRODUCTS FOR A REFUND ON THE RETURNED PRODUCTS.**

**THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED ON OR AFTER MARCH 22, 2012, TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT, AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT. THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER.**

The terms and conditions of the Limited Warranty offered by TAMKO for the Product may change periodically. The Limited Warranty set forth above was the effective Limited Warranty offered by TAMKO at the date of printing. **ONLY the Limited Warranty OFFERED by TAMKO at the time of YOUR purchase of the Product shall apply to your Product. Consult TAMKO's website at [tamko.com](http://tamko.com) for current Limited Warranty information on the Product.**

**Installation Instructions:** Printed instructions on how to install TAMKO's METALWORKS Products are available upon request. Call 1-800-641-4691 or visit one of our web sites at [tamko.com](http://tamko.com) or [metalworksroof.com](http://metalworksroof.com).

**IMPORTANT:** Failure to properly install the METALWORKS Products according to manufacturer's application instructions will affect coverage under this Limited Warranty.



STYLE WITH STRENGTH.

50-Year Limited Warranty



  
**METALWORKS**  
STEEL SHINGLES **TAMKO**



This certifies that

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purchased

**TAMKO® METALWORKS® Shingles**

on

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METALWORKS Shingles

come with a

**50-Year Limited Warranty**

from

**TAMKO Building Products, Inc.**

P.O. Box 1404

Joplin, Missouri 64802

1-800-641-4691

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Contractor/Company

Date of Installation

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Street Address

Number of Squares Installed

---

City, State, ZIP

Phone

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Contractor's Signature

The Owner may transfer this Limited Warranty one (1) time during Term to a Purchaser. No other transfers are permitted.

## METALWORKS® Steel Shingles 50-Year Limited Warranty

**THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES AND THE FOLLOWING CANADIAN PROVINCES: BRITISH COLUMBIA, ALBERTA, ONTARIO, SASKATCHEWAN, MANITOBA, NEW BRUNSWICK AND QUEBEC. 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.

In this Limited Warranty certain capitalized words have specific meanings:

**"Accessories"** means METALWORKS® brand metal roofing accessories sold and marketed by TAMKO® for installation with METALWORKS steel shingles.

**"Certificate for Replacement METALWORKS Products"** means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement METALWORKS Products of the same type and color as the METALWORKS Products which are to be replaced. If replacement METALWORKS Products of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available.

**"Dollar Limit Per Square"** means the original cost of purchase and installation of properly applied, defective METALWORKS Products calculated as a dollar value for each one hundred square feet of affected roof area (a "Square").

**"Finish"** means the TAMKO METALWORKS Kynar 500®/Hylar 5000® finish.

**"Full Start Period"** means the initial twenty-five (25) year period of the Term during which TAMKO's obligation is not prorated.

**"Labor Payment Certificate"** means a certificate issued by TAMKO that may be redeemed to pay the reasonable cost of labor for installing replacement METALWORKS Products (excluding the cost of tear-off, removal or disposal of any shingle). The Labor Payment Certificate shall not exceed the original installation cost, or, if the original installation cost cannot be substantiated by documentary proof, \$100 for each one hundred square feet of roof area to which the METALWORKS Products are applied.

**"Maximum Liability"** means the maximum obligation of TAMKO under this Limited Warranty. TAMKO's Maximum Obligation is to either: (a) provide the Owner with (i) a Certificate for Replacement METALWORKS Products, and (ii) a Labor Payment Certificate that may be used to pay the reasonable cost of installing replacement METALWORKS Products (subject to the limitations set forth above) if the entire roof is found to be defective; or (b) in lieu of Certificates, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square identified above (or a prorated portion thereof after the Full Start Period).

**"METALWORKS Products"** means Metal Accessories and Shingles as those terms are defined herein.

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

**"Purchase"** means the retail purchase of the METALWORKS Products.

**"Shingle(s)"** means the TAMKO METALWORKS steel 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 Purchase and continues, unless sooner terminated, for a period of fifty (50) years.

**Limited Warranty:** If METALWORKS Products are determined to have manufacturing defects which have directly caused leaks: **During the Full Start Period**, TAMKO's obligation under this Limited Warranty shall be the Maximum Liability, as defined above. There is no proration of either labor or material during the Full Start Period.

**After the Full Start Period**, TAMKO's obligation under this Limited Warranty shall be a prorated portion of the Maximum Liability, as defined above. Proration shall be in accordance with the following schedule: During the first twenty-five (25) years of the term (the Full Start Period) there shall be no proration; during the twenty-sixth (26th) year TAMKO's obligation under this Limited Warranty shall be fifty percent (50%) of the Maximum Liability and shall be reduced by an additional two percent (2%) of the Maximum Liability at the beginning for each year remaining in the Term. For example, if TAMKO is notified of a warranty claim during the ninth (9th) year of the Term, TAMKO's Maximum Liability shall not be prorated; If TAMKO is notified of a warranty claim during the thirty-first (31st) year of the Term, TAMKO's obligation will be prorated to equal forty percent (40%) of the Maximum Liability. The remaining cost shall be the responsibility of the Owner.

The extent of replacement is at the sole discretion of TAMKO. Except as expressly set forth above, TAMKO is not responsible for the cost of labor for installing replacement shingles. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including without limitation, flashings, metal work (other than METALWORKS Products), etc. TAMKO is not responsible for the cost of removing or disposing of shingles which are to be replaced. Replacement METALWORKS Products will be warranted only for the

remainder of the original Term. Tender of payment of the prorated Dollar Limit Per Square shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

**Notification to TAMKO:** The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any claims under this Limited Warranty within thirty (30) days following discovery of leaks or damage by wind. 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.

**Right of Inspection and Claim Processing:** TAMKO shall have a reasonable time after notification to inspect the METALWORKS Products. The Owner shall provide TAMKO with reasonable access to the METALWORKS Products for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the roof, proof of purchase of the METALWORKS Products, an estimate to replace or repair the affected area and samples of the METALWORKS Products. 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 claim (such as by failing to provide sample METALWORKS Products [if requested], proof of purchase, photographs, estimate of a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have up to ninety (90) days after receipt of notification to process the Owner's claim. TAMKO will not be liable for any costs of repair or replacement unless TAMKO has given its written approval of the repair or replacement of the Shingles and the cost thereof.

**30-Year Finish Limited Warranty:** The Shingles and color matched Accessories are also covered by a 30-year\* Finish Limited Warranty. If, during the 30-year\* period following installation, the coating on the Shingles or color matched Accessories (a) cracks, checks or peels (excluding minute fracturing which may occur during fabrication of Shingles or color matched Accessories); (b) chalks in excess of ASTM D 4214-89 method D 659 number eight (8) rating; or (c) changes color more than five (5.0) Hunter  $\Delta E$  Units (nine [9.0] Hunter  $\Delta E$  Units for Brite Red) as determined by ASTM method D 2244-93, comparing an unexposed panel to an exposed panel after it has been cleaned of surface soils, contaminants and chalk; then TAMKO, at its option, will either pay for the labor and material reasonably necessary to repaint, repair or replace the affected Shingles and color matched Accessories, or process the Owner's claim in accordance with the section titled "Limited Warranty." Fading or color changes may not be uniform if surfaces are not equally exposed to the sun and elements. \*For Brite Red the limited finish warranty is 20 years.

**50-Year Limited Wind Warranty:** METALWORKS Products are also covered by a 50-year Limited Warranty against damage from wind up to 110 miles per hour. This Limited Wind Warranty applies only if the METALWORKS Products were installed according to the instructions printed in the applicable installation guide. If this condition is met and during the Term the METALWORKS Products are damaged or blown off by wind up to 110 miles per hour as a result of a manufacturing defect, TAMKO will process the Owner's claim in accordance with the section titled "Limited Warranty." TAMKO shall have no liability under this Limited Wind Warranty if the METALWORKS Products have been exposed at any time to winds in excess of 110 miles per hour. METALWORKS Products will be conclusively deemed to have been exposed to winds in excess of 110 miles per hour if the National Weather Service or other reputable weather agency reports wind in excess of 110 miles per hour in the county or parish where the METALWORKS Products are installed or in any adjoining county or parish.

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

1. Faulty or improper application of the METALWORKS Products, inadequate roof deck slope and drainage, faulty or improper building designs, METALWORKS Products not installed or applied in accordance with TAMKO written instructions or leaks or damages resulting from any one or more of such causes.
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 METALWORKS Products, 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 METALWORKS Products are applied, or for any costs related to such removal or abatement.