



## TAMKO WATERPROOFING, FENESTRATION FLASHINGS, UNDERLAYMENTS AND ACCESSORIES FIVE YEAR LIMITED MATERIAL WARRANTY (A LIMITED WARRANTY)

For a complete list of products covered under this  
limited warranty - see reverse side.

**This limited warranty is personal to the original owner and  
is not assignable or transferable under any circumstances**

### TERMS AND CONDITIONS

**TAMKO BUILDING PRODUCTS, INC.** ("TAMKO"), warrants to the original consumer purchaser (the "Owner") that, subject to the conditions set forth herein, for a period of five (5) years from the date of purchase (the "Term") for the TAMKO product identified below ("Product"), if manufacturing defects in the Product cause the Product to lose its watertight integrity and leaks result, then subject to the conditions, exclusions and other provisions detailed below, TAMKO, at its sole option, will either (1) refund the original purchase price of the Product; or (2) provide the amount of Product necessary to make repairs. This limited warranty does not cover any cost or expenses associated with removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product. **This limited warranty applies to Product applied in strict accordance with, and as part of, TAMKO published application instructions in effect at the time of the application. This Product is sold AS IS and without warranty of any kind when used in any other application.**

**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.**

### CONDITIONS TO WARRANTY COVERAGE:

This limited warranty is additionally specifically conditioned upon the following matters, each and all of which shall be a precondition to any of TAMKO's obligations hereunder:

1. **PROOF OF PURCHASE:** Claims under this limited warranty will require proof of purchase by the Owner. TAMKO shall not be responsible for any claims without such proof of purchase.
2. **NOTIFICATION TO TAMKO:** Within thirty (30) days following discovery of any leaks alleged to result directly from manufacturing defects, the Owner must notify TAMKO of such leaks by certified mail at P.O. Box 1404, Joplin, Missouri 64802.
3. **COMPLIANCE WITH TAMKO INSTRUCTIONS, RECOMMENDATIONS AND LIMITED WARRANTY:** In no event shall TAMKO be liable under this limited warranty or otherwise unless the Product has been stored, handled, installed and maintained in compliance with TAMKO's application instructions, specifications and recommendations, and unless all of the terms and provisions of this limited warranty have been complied with.
4. **BUILDING AND STRUCTURE PLANS:** Because TAMKO does not practice engineering or architecture, neither the issuance of this limited warranty nor any review or inspection of the building, structure, plans, specifications or construction by a TAMKO representative shall constitute any warranty or representation by TAMKO with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and conditions of this limited warranty. **ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.**
5. **NONWAIVER:** The Owner agrees that any post application inspection of the Product by TAMKO or its authorized representative shall not constitute a waiver of any terms, conditions, or limitations set forth in this limited warranty, including, but not limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in TAMKO's most recent published application instructions, specifications and recommendations. **FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH (I) ANY CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER TO THE CONTRACTOR AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.**

### EXCLUSIONS FROM COVERAGE: TAMKO shall not be liable under any circumstances for:

1. Damage to any building or structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
2. Leaks or damages resulting from Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of objects.
3. Leaks or damages resulting from insurrection, war, riot or vandalism, exposure of the Product to ionized radiation or contamination by radioactivity from any nuclear source, or chemical attack on the Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
4. Inadequate drainage or leaks or damages resulting there from.
5. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
6. Building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or other system components exceeding 1/16" or leaks or damage caused or attributable to traffic, or for damage attributable to alterations.
7. Leaks or damage resulting from any additional installation on or through the Product or flashing after the the initial installation that is not consistent with TAMKO application instructions.
8. Repairs or alterations to the Product or other system components or leaks or damages resulting there from, after the initial installation unless done in a manner prescribed by TAMKO application instructions.
9. Infiltration or condensation of moisture around or under the foundation or other system components.
10. Splitting, cracking, blistering, delamination or separation of the Product due to underlying or overlying materials.
11. Misuse or abuse of the Product or leaks or damages resulting there from.
12. Faulty or improper workmanship or application of the Product or leaks or damages resulting there from.
13. Damages to the building or structure, its contents, foundation, or other system components.
14. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
15. Leaks from any cause other than inherent manufacturing defect in the Product.

### RIGHT OF INSPECTION:

TAMKO shall have a reasonable time after notification of a leak to inspect the Product, and if TAMKO determines there are manufacturing defects covered by this limited warranty, TAMKO shall have ninety (90) days after receipt of notification to either (1) refund the purchase price of the Product or (2) provide the amount of replacement Product necessary to make repairs. TAMKO shall not be liable for any cost of repair other than as specifically set forth herein.

**NO WARRANTY MODIFICATION:**

This limited warranty may not be modified except in a writing signed by TAMKO's President. No representative, employee, agent of TAMKO or any person, other than the President of TAMKO, has any authority to assume for TAMKO any additional or other liability or responsibility in connection with the Product or this limited material warranty.

**NON-TRANSFERABILITY:**

This limited warranty shall accrue and inure only to the benefit of the Owner of the Product and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale or transfer of this limited warranty or of the building to which the Product is applied shall extinguish all obligations of TAMKO contained herein or hereunder and all implied warranties and conditions including warranties and conditions of merchantability and fitness for a particular purpose.

**MANDATORY BINDING ARBITRATION:**

EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCT 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 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 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY 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: EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS GUARANTEES, WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR WARRANTY ON THE PART OF TAMKO. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES AND CONDITIONS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE 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 IMPLIED WARRANTIES AND CONDITIONS LAST, 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. Invalidation or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.**

**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.**

Material purchased from \_\_\_\_\_

TAMKO product applied:

- TW 60
- TW Window & Door Flash
- TW Moisture Wrap
- TW Flash-N-Wrap®-25
- TW Flash-N-Wrap®-40
- TW Thru-Wall Flashing Membrane
- TW Metal and Tile Underlayment
- Moisture Guard Plus®
- TW Underlayment
- TWM-1 Mastic
- TWP-1 Quick Dry Primer\*
- TWP-2 Water-Based Primer\*

\_\_\_\_\_

Owner

\_\_\_\_\_

Contractor's Name

\_\_\_\_\_

Contractor's Address

\_\_\_\_\_

City, State and Zip

\_\_\_\_\_

Date of Application

\*This limited warranty applies to TAMKO's primer products when they are used in conjunction with another TAMKO product listed above.

Retain this limited warranty with the contractor's receipt for future reference.

