



50-YEAR LIMITED WARRANTY CERTIFICATE

 **LAMARITE[®] SLATE**
COMPOSITE SHINGLES 



This certifies that

purchased

TAMKO® Lamarite® Slate Composite Shingles

on

Lamarite Slate Composite Shingles
come with a

50-Year Limited Warranty

from

TAMKO Building Products, Inc.

P.O. Box 1404

Joplin, Missouri 64802

1-800-641-4691

Contractor/Company

Date of Installation

Street Address

Number of Squares Installed

City, State, ZIP

Phone

Contractor's Signature

The Owner may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a Purchaser. No other transfers are permitted.

Lamarite® Slate Composite Shingles 50-Year Limited Warranty

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING ALASKA). 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.

In this Limited Warranty certain capitalized words have specific meanings:

“**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.

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

“**Shingle(s)**” means the TAMKO Lamarite® Shingles identified in this Limited Warranty which were installed on a building owned by the Owner.

“**Purchase**” means the retail purchase of the Shingles.

“**Maximum Liability**” means the obligation of TAMKO described in the paragraph titled “Limited Warranty.”

“**Certificate for Replacement Shingles**” and “**Certificate**” mean 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 Shingles which are to be replaced. If replacement shingles of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available.

“**Dollar Limit Per Squar**” means \$350 for each one hundred square feet of roof area of properly applied defective Shingles. This limit applies only to the cost of Shingles.

“**Full Start Period**” means the initial seven (7) 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 shingles (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 shingles are applied.

Limited Warranty: If Shingles are determined to have manufacturing defects which have directly caused leaks: **During the Full Start Period**, TAMKO will provide the Owner with a Certificate for Replacement Shingles. TAMKO will also provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of installing replacement shingles (subject to the limitations set forth above) if the entire roof is found to be defective. In lieu of a Certificate for Replacement Shingles, TAMKO may, at its option, pay to the Owner the Dollar Limit Per Square identified above. There is no proration of either labor or material during the Full Start Period. This is TAMKO’s Maximum Liability during the Full Start Period. **After the Full Start Period**, TAMKO will provide the Owner with a Certificate for Replacement Shingles for a prorated quantity of replacement Shingles. TAMKO will also provide the Owner with a Labor Payment Certificate that may be used to pay a prorated portion of the reasonable cost of installing replacement shingles (subject to the limitations set forth above) if the entire roof is found to be defective. In lieu of a Certificate for Replacement Shingles, TAMKO may, at its option, pay to the Owner a prorated portion of the Dollar Limit Per Square. 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 200 months remain in the 600-month warranty Term and the entire roof is found to be defective, TAMKO will provide a Certificate for Replacement Shingles for one-third of the replacement shingles and a Labor Payment Certificate for one-third of the reasonable cost of installing replacement shingles (not to exceed the original cost of installation and subject to the limitations). In this example, in lieu of a Certificate for Replacement Shingles, TAMKO may, at its option, pay to the Owner one-third of the Dollar Limit Per Square. The remaining cost shall be the responsibility of the Owner. This is TAMKO’s Maximum Liability after the Full Start Period.

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, etc. TAMKO is not responsible for the cost of removing or disposing of Shingles which are to be replaced. Replacement shingles 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 Shingles. The Owner shall provide TAMKO with reasonable access to the Shingles 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 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 claim (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 up to ninety (90) days after receipt of notification to process the Owner’s claim. Prior to the expiration of such ninety (90) day period, 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.

60-Month Limited Wind Warranty: The Shingles are also covered by a 60-month Limited Warranty against damage from wind up to 90 miles per hour. This Limited Wind Warranty applies only if the Shingles were installed according to the instructions printed in the applicable installation guide. If this condition is met and during the first 60 months of the Term the Shingles are damaged or blown off by wind up to 90 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 Shingles have been exposed at any time to winds in excess of 90 miles per hour. Shingles will be conclusively deemed to have been exposed to winds in excess of 90 miles per hour if the National Weather Service or other reputable weather agency reports wind in excess of 90 miles per hour in the county or parish where the Shingles 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 Shingles, inadequate ventilation or drainage of the Shingles, faulty or improper building design, Shingles 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 any Shingles, 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 Shingles are applied, or for any costs related to such removal or abatement.
5. Variations in uniformity of color. Variations or natural changes in color, weathering, color fading, natural efflorescence, lifting, warping, surface cracks, imperfections or changes not covered by this limited warranty unless they directly cause leaks.
6. **Shading, discoloration, staining or color variation caused by algae, moss, dirt, debris, overhanging trees or proximity to copper or other metals (including without limitation, metal flashing, vents, gutting and snow guards).**
7. Algae, fungus, dirt or debris on the Shingles.
8. Leaks or damages resulting from Acts of God (including, but without limitation, 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 a roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of building, or for any defect in or failure of material used as a roof base over which the Shingles are applied or of other materials used in the application of the roof or for damage by traffic on the roof.

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9. Damage to the Shingles as a result of exposure to chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, metals or organic or inorganic polar materials.
10. Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.
11. Any Shingles not used for normal roof applications.
12. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
13. Damage caused by improper handling, shipment and/or storage of the Shingles.
14. Damage due to buildup of moss, leaves, needles, branches or other debris or damage resulting from repair or attempted repair by anyone other than TAMKO or an authorized TAMKO representative.
15. Damage caused by insects and/or animals.
16. 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.
17. Damage caused by factors that are beyond the control of TAMKO. The serviceable life of the Shingles is affected by several 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 first two (2) years of the Term to a purchaser of the building upon which the Shingles 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 the names of the Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date the Shingles were installed and the date of the transfer. The Limited Warranty may only be transferred one (1) time. Except for one transfer by the Owner to a Purchaser during the first two (2) years of the Term, 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 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 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.com 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.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY 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. 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 ARBITRATION OR 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 (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE (1) YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY 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. 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.

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 ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED HEREIN.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO TAMKO LAMARITE® SLATE SHINGLES SOLD ON OR AFTER JULY 1, 2009, AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

Installation Instructions: Printed instructions on how to install TAMKO's Lamarite Shingles are available upon request. Call 1-800-641-4691 or visit our Web site at tamko.com.



P.O. Box 1404 • Joplin, MO 64802
1-800-641-4691
tamko.com
lamarite.com

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