

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



800-641-4691
www.tamko.com

LIMITED WARRANTY INFORMATION

OWNER'S NAME: _____

ADDRESS WHERE INSTALLED: _____

CITY: _____ STATE: _____ ZIP: _____

COMPANY NAME: _____

DATE OF INSTALLATION: _____

TYPE OF TAMKO SHINGLE INSTALLED:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> TAMKO Elite Glass-Seal [®] | 300 Months (25 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage [®] | Limited Lifetime Warranty |
| <input type="checkbox"/> TAMKO Proline™ Titan XT [®] | Limited Lifetime Warranty |
| <input type="checkbox"/> TAMKO Proline™ StormFighter IR [®] | Limited Lifetime Warranty |
| <input type="checkbox"/> TAMKO Proline [®] StormFighter FLEX™ 3 | Limited Lifetime Warranty |
| <input type="checkbox"/> TAMKO Proline [®] StormFighter FLEX™ 4 | Limited Lifetime Warranty |
| <input type="checkbox"/> TAMKO Heritage [®] Vintage [®] | Limited Lifetime Warranty |

SHINGLE COLOR: _____

NUMBER OF SQUARES: _____

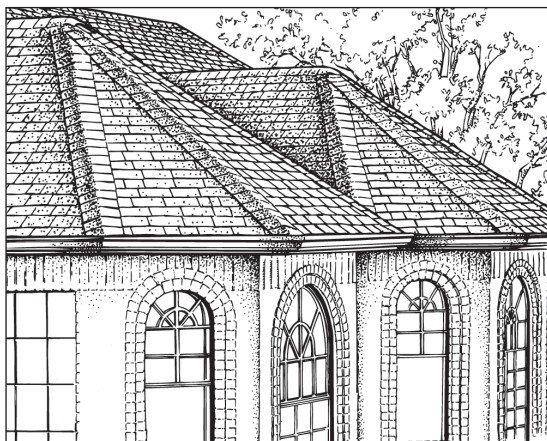
RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE



Elite Glass-Seal[®]



Heritage[®]
Titan XT[®]
StormFighter IR[®]
StormFighter FLEX™ 3
StormFighter FLEX™ 4
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 80 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 TAMKO® Laminated Shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. All other transfers are "AS-IS" with no warranty of any kind.



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TAMKO FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY

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.

THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY ("Limited Warranty") APPLY ONLY TO SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL SHINGLES INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED 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, 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 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:

"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 Shingles. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of your TAMKO Laminated Shingles in strict accordance with the High Wind Warranty Fastening Pattern 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.

"Laminated Shingles" means the laminated asphalt shingles as set forth in Table 1, which includes Heritage, Proline Titan XT, Proline StormFighter IR, Proline StormFighter FLEX 3 & 4, and Heritage Vintage.

"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 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 1.

"Original Owner" means the owner of the building at the time the Shingles 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 Shingles were already installed.

"Purchaser" means someone who purchases from the Original Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for TAMKO Laminated Shingles or within the first two (2) years for Elite Glass-Seal Shingles and the Original Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Shingles" means the TAMKO shingles identified in Table 1 in this Limited 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.

"TAMKO" means TAMKO Building Products LLC.

"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 length of time set forth in Table 1. For TAMKO Laminated 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 Laminated Shingles installed on structures other than Single-Family Structures, the Term is 480 months. For Elite Glass-Seal Shingles, the Term is 300 months.

TAMKO Full Start Period: If, during the Full Start Period, TAMKO determines (subject to the provisions of this Limited Warranty) that the Shingles that have been installed in strict accordance with the Application Instructions have manufacturing defects that have directly caused leaks, TAMKO will compensate the Original Owner or Purchaser for: (a) the reasonable cost of replacement Shingles to repair or replace such defective Shingles, and (b) the reasonable cost of labor directly required for installing such replacement Shingles (excludes tear-off, removal, disposal and accessories). 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, TAMKO determines (subject to the provisions of this Limited Warranty) that the Shingles that have been installed in strict accordance with the Application Instructions have manufacturing defects that have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner or Purchaser with the reasonable cost of replacement Shingles to repair or replace such defective Shingles. 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 Elite Glass-Seal shingles, 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 obligation is to provide payment of one third of the reasonable cost of replacement Shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

For TAMKO Laminated 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.

TABLE 1.

SHINGLE	TERM	FULL START* NON-PRORATED WARRANTY PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM
Proline™ Titan XT®	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Proline™ StormFighter IR®	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Proline™ StormFighter FLEX™ 3	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Proline™ StormFighter FLEX™ 4	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Heritage®	Limited Lifetime*	10 years	110 mph	130 mph	15 years	120 months
Heritage® Vintage®	Limited Lifetime*	10 years	110 mph	130 mph	15 years	120 months
Elite Glass-Seal®	300 months	5 years	60 mph	—	5 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.

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 (subject to the provisions of this Limited Warranty) will issue to the Original Owner or Purchaser a payment for the reasonable cost of labor required to clean 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 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 payment 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) if the Shingles are 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 Application Instructions, and (b) the Shingles have had the opportunity to seal down.

- 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 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 is not covered by this Limited Wind Warranty.
- 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 1) 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 the reasonable labor cost of manually sealing unsealed Shingles and replacing Shingles that have blown off.
- 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.

LIMITATIONS DURING AND AFTER THE FULL START PERIOD AND FOR ANY COVERAGE UNDER THIS LIMITED WARRANTY:

- TAMKO is responsible for payment only after any and all terms and conditions specified in this Limited Warranty have been fulfilled.
- TAMKO will be solely responsible for reasonably determining the extent of replacement and any costs, including without limitation, costs of any required labor, cost of replacement Shingles, cost of algae cleaning, cost of sealing Shingles, and cost of installing replacement Shingles.
- TAMKO is not responsible for the cost of any materials (including, but without limitation, underlayment, flashings, metal work, etc.), or labor to install any materials other than the replacement Shingles (as provided herein), or for the cost of tearing off, removing or disposing of Shingles that 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.
- ACCEPTANCE OF PAYMENT BY ORIGINAL OWNER OR PURCHASER SHALL IMMEDIATELY TERMINATE ALL OBLIGATIONS OF TAMKO FOR THE SHINGLES, INCLUDING, BUT NOT LIMITED TO, 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.**

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 Warranty or otherwise for, without limitation, the following matters:

- Shingles that have been: (a) improperly applied, stored or handled; (b) installed without adequate ventilation; (c) not installed in strict accordance with Application Instructions and standard good roofing practices; or (d) installed over roof decks with polyurethane foam applied to the underside of the roof deck.
- 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.
- 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.
- 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.
- Leaks or damage to the Shingles from any cause other than an inherent manufacturing defect in the Shingles.

In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited 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.

Notification to TAMKO: The Original Owner or Purchaser must notify TAMKO of claims under this Limited 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 TAMKO 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 shall immediately terminate all obligations of TAMKO for the Shingles, including, but not limited to, 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. 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 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 two Shingles that were originally installed on the roof. 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 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 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.

Transferability: The Original Owner of TAMKO Laminated 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 Original Owner of Elite 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 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 Shingles are installed, the date of retail purchase of the Shingles, and the date of the transfer. The Original 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. All other transfers are "AS-IS" with no warranty of any kind. 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 obligations of TAMKO for the Shingles, including, but not limited to, 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 WARRANTY WILL BE ARBITRATED CONSISTENT WITH THE ARBITRATION AGREEMENT BELOW (OR, IF ARBITRATION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT 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 (COLLECTIVELY "TAMKO"), ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, MASS OR PRIVATE ATTORNEY GENERAL ACTION IN ARBITRATION OR LITIGATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE SHINGLES FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND TAMKO MAY ELECT TO HAVE A CLAIM HEARD IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WWW.ADR.ORG), 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 INDIVIDUALIZED RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE SHINGLES AND/OR THIS LIMITED WARRANTY, INCLUDING THE AUTHORITY TO IMPOSE ANY SANCTIONS AVAILABLE UNDER FEDERAL RULE OF CIVIL PROCEDURE 11. 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, OR ANY CLAIM THAT A PARTY HAS INITIATED A MASS ACTION IN VIOLATION OF THE MASS ACTION WAIVER IN THIS AGREEMENT, WHICH SHALL BE ADDRESSED BY AN AAA PROCESS ARBITRATOR. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHOULD ANY CLAIM OR CONTROVERSY NOT BE SUBJECT TO ARBITRATION (OTHER THAN IN SMALL CLAIMS COURT) YOU WAIVE THE RIGHT TO A JURY TRIAL AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN CHEROKEE COUNTY, KANSAS. ANY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO CONFLICT OF LAW RULES.

Actions Must Be Commenced Within One Year: Any action relating to the Shingles or this Limited 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 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 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 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 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 Warranty applies to TAMKO Shingles sold on or after March 31, 2024. 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.

COMPLETE FORM ON REVERSE SIDE
AND KEEP FOR YOUR RECORDS

41001460
Rev. 03/26/24



This Contract for Roofing Services is effective as of signed date, by and between ROOFIX LLC Home Service and the Client.

DESCRIPTION OF SERVICES. Beginning on the signed date ROOFIX will provide the roofing services described in the attached Exhibit (collectively, the "Services").

The services will be performed at the property of the Client.

SCOPE OF WORK.

a. ROOFIX LLC shall provide all labor and materials, to do the above-described services on the property.

b. The Roofing work will be performed Monday through Saturday, statutory holidays excluded, unless the parties mutually agree otherwise, provided that the Services will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

WORK SITE.

A signed contract hereby authorizes ROOFIX LLC to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of ROOFIX LLC to complete the Roofing Work. Unless called for in the drawings or specifications, no landscaping, finish grading, filling or excavation is to be performed at the Work Site by ROOFIX LLC.

PAYMENT

Payment shall be made to ROOFIX HOME SERVICE LLC, Sugar Land, TX 77479 Client agrees to pay ROOFIX LLC as follows.

50% Upfront and 50% upon completion. In addition to any other right or remedy provided by law, if client fails to pay for the Services when due, ROOFIX LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Should default be made in payment of contract, charges shall be added from date thereof at a rate of one and half percent (1 1/2%) per month(18% PER ANNUM) or maximum allowed by law with a minimum charge of five dollars (\$5.00) per month. If said default is referred to collection, Customer agrees to pay all cost of such actions including but not limited to attorney fees, legal fees, and filing fees.

PERMITS. ROOFIX LLC shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of the Payment to ROOFIX LLC under this Contract.

INSURANCE. ROOFIX LLC shall maintain general liability, workers compensation and builder's risk insurance in accordance with the minimum requirements of the state throughout the duration of the Services. ROOFIX LLC shall provide with proof of insurance upon the request of SURVEY AND TITLE.

CHANGE ORDERS.

The client may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract and the client agrees to pay any increase in the cost of the Roofing work as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, ROOFIX LLC shall estimate the cost thereof and The Client shall pay the actual cost whether it is in excess of the estimated cost.

ACCESS.

The client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Driveways will be kept clear for the movement of vehicles during work hours. ROOFIX LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation.

TERM. This Contract will terminate automatically upon completion by ROOFIX LLC of the Services required by this Contract.

WARRANTY. ROOFIX LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ROOFIX's community and region, and will provide a standard of care equal to, or superior to, care used by Contractor's similar to ROOFIX on similar projects.

ROOFIX's warranty shall be limited to defects in workmanship within the scope of work performed by ROOFIX and which arise and become known within 5 years from the date hereof. ROOFIX agrees to repair any roofing leaks under normally anticipated weather conditions. Ice damming, hurricanes, tornados, tropical storm damage is not a normally anticipated condition. Damage done to the roof system through no fault of ROOFIX are not warranted by ROOFIX LLC. All said defects arising after 5 years and defects in material are not warranted by ROOFIX LLC. ROOFIX LLC hereby assigns to

all warranties on materials as provided by the manufacturer of such materials.

COMPLETION OF SERVICES. Upon the completion of the roofing services by ROOFIX LLC, ROOFIX shall see to it that its property is restored to the condition that it was in prior to any work completed by ROOFIX LLC, and ROOFIX shall see to it that all portions used by ROOFIX during the term of this Contract shall be broom clean and free of debris.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this contract.

REMEDIES. In addition to any all-other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rule of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection,

each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Customer Initials: _____

Date: _____