

The Owner may transfer this Limited Warranty one time during the Term to a Purchaser. No other transfer is permitted.



P.O. Box 97
Galena, KS 66739-0097
800-641-4691
www.tamko.com

METALWORKS® STEEL SHINGLES 50-YEAR LIMITED WARRANTY AND ARBITRATION AGREEMENT

STONECREST® SLATE • ASTONWOOD® • STONECREST® TILE

The Limited Warranty and Arbitration Agreement ("Limited Warranty") for your METALWORKS Products 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 AND ARBITRATION AGREEMENT APPLY ONLY TO METALWORKS Products INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND THE FOLLOWING PROVINCES IN CANADA: BRITISH COLUMBIA, ALBERTA, ONTARIO, SASKATCHEWAN, MANITOBA, NEW BRUNSWICK AND QUEBEC. ALL METALWORKS PRODUCTS 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 METALWORKS Products Last: It is natural for your roof to age. The process begins as soon as your METALWORKS Products are installed and exposed to the harsh elements of nature. The length of time your METALWORKS Products 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 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 METALWORKS Products 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 METALWORKS Products to fail to perform their intended purpose of shedding water.

Definitions -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.

"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 Fluoropon® Coil Coating System containing either a Kynar 500® resin-based finish or a Hylar 5000® resin-based finish.

"Finish Limited Warranty Term" means the period of time the Finish Limited Warranty lasts. The Finish Limited Warranty begins on the date of retail purchase and continues, unless sooner terminated, for a period of thirty (30) years.

"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). 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. Certificates must be redeemed within 12 months after issuance to prevent expiration.

"Material Certificate" means a certificate issued by TAMKO 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. Certificates must be redeemed within 12 months after issuance to prevent expiration.

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

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

"Purchaser" means someone who purchases from the Original Owner the building upon which the METALWORKS Products are installed, but only if the Original Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Shingles" means the TAMKO METALWORKS shingles identified in this Limited Warranty which were installed on a building owned by the Original Owner.

"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 METALWORKS Products and continues, unless sooner terminated, for a period of fifty (50) years.

TAMKO Full Start Period: If, during the Full Start Period, METALWORKS Products that have been installed in strict accordance with the applicable installation guide are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide a Material Certificate for replacement METALWORKS Products to repair or replace such defective METALWORKS Products and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement METALWORKS Products, according to the terms of this Limited Warranty. 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, METALWORKS Products that have been installed in strict accordance with TAMKO's application instructions are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide the Original Owner or the Purchaser with a Material Certificate for a prorated portion of replacement METALWORKS Products to repair or replace such defective METALWORKS Products. The reasonable cost of replacement METALWORKS Products and the quantity of such replacement METALWORKS Products will be prorated over the term of this Limited Warranty. 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. 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 a 600 month warranty Term, TAMKO's maximum obligation is to provide a material Certificate for one third of the replacement METALWORKS Products. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

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 METALWORKS Products (as provided herein) including, but without limitation, underlayment, flashings, metal work (other than METALWORKS Products), etc. TAMKO is not responsible for the cost of tear-off, removing or disposing of METALWORKS Products which are to be replaced. TAMKO reserves the right to arrange directly for your METALWORKS Products to be repaired, replaced or cleaned.

The remedy under this Limited Warranty is available only for METALWORKS Products actually exhibiting manufacturing defects at the time the claim is made. Replacement METALWORKS

Products will be warranted only for the remainder of the original Term. Tender of the Dollar Limit Per Square for claims made during the Full Start Period, or a prorated portion of the Dollar Limit Per Square for claims made after the Full Start Period, shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

30-Year Finish Limited Warranty: The Shingles and color matched Accessories are also covered by a 30 Year Finish Limited Warranty. If, during Finish Limited Warranty Term, 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 ΔE Units 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 or Purchaser's claim in accordance with the section titled "Full Start Period" or "After the Full Start Period," whichever is applicable. Fading or color changes may not be uniform if surfaces are not equally exposed to the sun and elements.

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 instructions. 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 Original Owner's or Purchaser'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.

CONDITIONS:

TAMKO's obligations under this Limited Warranty are conditioned upon the following:

- 1. NOTIFICATION TO TAMKO:** The Original Owner or Purchaser must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 97, Galena, KS 66739-0097 of claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the METALWORKS Products. The notice must include documentary proof of Purchase. Failure to notify TAMKO as provided herein shall extinguish all obligations 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.
- 2. RIGHT OF INSPECTION AND TIME FOR PAYMENT:** TAMKO shall have a reasonable time after notification of a claim to inspect the METALWORKS Products. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the METALWORKS Products 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 the METALWORKS Products. 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 claim (such as by failing to provide sample METALWORKS Products 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 METALWORKS Products to process the claim. Unless authorized in writing by TAMKO, any claim for METALWORKS Products that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.
- 3. COMPLIANCE WITH TAMKO INSTRUCTIONS AND RECOMMENDATIONS:** Printed instructions on how to install TAMKO's METALWORKS Products are available upon request. Call 1-800-641-4691 or visit one of our websites at tamko.com or metalworksroof.com. In no event shall TAMKO have any obligation under this Limited Warranty or otherwise unless the METALWORKS Products have 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 met.

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

1. 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.
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.
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 Original 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. 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 METALWORKS Products are installed, the date of retail purchase of the METALWORKS Products, 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. 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 obligations of TAMKO for the METALWORKS Products, 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 METALWORKS PRODUCTS AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION 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, ARISING FROM OR RELATING TO THE METALWORKS PRODUCTS AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE METALWORKS PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND NOT AS PART OF A CLASS. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 97, GALENA, KS 66739-0097. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE METALWORKS PRODUCTS AND/OR THIS LIMITED WARRANTY. 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. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

Actions Must Be Commenced Within One Year: Any action relating to the METALWORKS Products 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 METALWORKS Products. 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 METALWORKS Products. **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 METALWORKS PRODUCTS 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 METALWORKS PRODUCTS.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Products sold on or after August 30, 2019. The Limited Warranty for your Products 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 METALWORKS PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

COMPLETE FORM ON REVERSE SIDE AND
KEEP FOR YOUR RECORDS

JP74374 11/13/2019
40000478

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



800-641-4691
www.tamko.com

LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME: _____

ADDRESS WHERE APPLIED: _____

CITY: _____ STATE: _____ ZIP: _____

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Stonecrest® Slate | 600 Months (50 Year) Limited Warranty |
| <input type="checkbox"/> AstonWood® | 600 Months (50 Year) Limited Warranty |
| <input type="checkbox"/> Stonecrest® Tile | 600 Months (50 Year) Limited Warranty |

MATERIAL PURCHASED FROM: _____

DATE OF APPLICATION: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

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



STONECREST® SLATE • ASTONWOOD® • STONECREST® TILE

BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO® for building products. Today, we offer a wide range of building products, including Heritage® Laminated Asphalt Shingles, Elite Glass-Seal® 3-tab Shingles, MetalWorks® steel shingles, waterproofing materials and ventilation products.