

P.O. Box 1404 Joplin, MO 64802-1404 USA 800-641-4691 www.tamko.com

RIDGE VENT LIMITED WARRANTY AND ARBITRATION AGREEMENT

TAMKO ROLL VENT° - RAPID RIDGE° - COOLRIDGE° - XTRACTOR VENT XLP TURBO° - QUICKVENT

The Limited Warranty and Arbitration Agreement for your Product 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 ("Limited Warranty") APPLY ONLY TO PRODUCTS INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN 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 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.

TAMKO® BUILDING PRODUCTS, INC. ("TAMKO") warrants to the original consumer purchaser (the "Owner") of the Roll Vent®, Rapid Ridge®, CoolRidge®, Xtractor Vent® XLP Turbo or QuickVent™ Ventilation System (each a "Product") that, when installed with new shingles in accordance with TAMKO's published installation instructions, during the applicable warranty period for the new shingles installed with the Product (up to a maximum of 50 years for Roll Vent and Rapid Ridge and 40 years for CoolRidge, Xtractor Vent® XLP Turbo and QuickVent™) (the "Term"), subject to the conditions herein set forth, if the Product is found to have manufacturing defects which result in loss of attic ventilation or leaks, TAMKO solely at its option, will either (1) pay the reasonable cost of materials to replace the Product, (2) provide a replacement attic ventilation product of equal quality or value as a substitute, or (3) refund the original purchase price of the Product. In no event shall TAMKO be obligated to pay for the cost of labor for such repair or replacement.

Proof of Purchase: Claims under this Limited Warranty will require documentary proof of Purchase of the Product

Notification to TAMKO: The Owner must notify TAMKO by telephone at 800-441-7190 or certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of any loss of ventilation or leaks alleged to result from manufacturing defects within **thirty (30)** days following discovery of the loss of ventilation or leak.

Right of Inspection and Time for Repair, Replacement, or Payment: TAMKO shall have a reasonable time after notification to process a claim. The Owner shall provide TAMKO with reasonable access to the Product for purposes of inspection. If requested by TAMKO, the Owner shall complete and deliver to TAMKO at the Owner's expense, photographs of the roof and the Product and samples of the Product. 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 photographs or a sample of the Product), TAMKO's obligation under this Limited Warranty shall immediately terminate. TAMKO will not be liable for any cost, expense or other liability or responsibility in connection with the Product other than as specifically set forth herein.

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

- Faulty or improper application or maintenance of the Product, or Product not installed or applied in accordance with TAMKO's written instructions to the installer on the packaging or leaks, insufficient ventilation or damages resulting therefrom.
- 2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
- Tear-off, removal, or disposal of any Product or shingles, or for any costs related to such tear-off, removal, or disposal or the cost of labor for repair or replacement of the Product or shingles.
- 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. Leaks, lack of ventilation or damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact or weight of objects or damage to the Product or 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 Product or shingles are applied, or for damage by traffic on the roof.
- 6. Exposure to harmful materials or chemicals directly applied or in the atmosphere including, but not limited to salt spray and acid rain.
- 7. Insufficient ventilation, leaks or damage from any cause other than inherent manufacturing defect in the Product

Non-Transferability: This Limited Warranty shall accrue and inure only to the benefit of the first consumer purchaser or 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 the Limited Warranty or 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.

Class Action Waiver: YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE PRODUCT 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 PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE PRODUCT 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 1404, JOPLIN, MISSOURI 64802. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT 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 Product 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 purchase. 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 or any other person or entity for all matters regarding the Product. 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, INC., 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/OR THE 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 PRODUCT EXCEPT AS DESCRIBED ABOVE.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to Products sold on or after May 1, 2017. 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 PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

COMPLETE FORM ON REVERSE SIDE AND KEEP FOR YOUR RECORDS

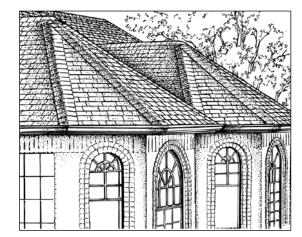
LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME:			
ADDRESS WHERE APPLIED:			
ADDRESS WHERE AFFLIED.			
CITY:	STATE:	ZIP:	
TYPE OF TAMKO SHINGLE APPLIED:	CoolRidge, Xtractor Vent, XLP Turbo and QuickVent Limited Warranty Period:	Roll Vent and Rapid Ridge Limited Warranty Period:	
☐ TAMKO Elite Glass-Seal	300 Months (25 Year) Limited Warranty	300 Months (25 Year) Limited V	Varranty
☐ TAMKO Heritage	360 Months (30 Year) Limited Warranty	360 Months (30 Year) Limited V	Varranty
☐ TAMKO Heritage Woodgate	360 Months (30 Year) Limited Warranty	360 Months (30 Year) Limited V	Varranty
☐ TAMKO Heritage Premium	480 Months (40 Year) Limited Warranty	600 Months (50 Year) Limited \	Narranty
☐ TAMKO Heritage Vintage	480 Months (40 Year) Limited Warranty	600 Months (50 Year) Limited \	Warranty
TYPE OF TAMKO VENTILATION PRODUC	Γ INSTALLED:		
☐ TAMKO Roll Vent			
□ TAMKO Rapid Ridge			
☐ TAMKO CoolRidge Non Filtered			
☐ TAMKO CoolRidge Filtered			
☐ TAMKO Xtractor Vent XLP Turbo			
☐ TAMKO QuickVent			
NUMBER OF LINEAR FEET:	DATE OF APPLICATION:		
TOTAL COST OF PRODUCT:			
-			
CONTRACTOR'S NAME:	COMPANY NAME:		
CONTRACTOR'S SIGNATURE:			
DATE:			
JATE.			

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

TAMKO ROLL VENT* • RAPID RIDGE* • COOLRIDGE* • XTRACTOR VENT XLP TURBO* • QUICKVENT



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, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.