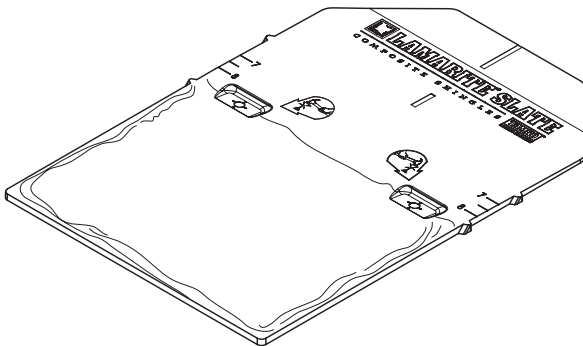


# LAMARITE<sup>®</sup> SLATE COMPOSITE SHINGLES

## APPLICATION INSTRUCTIONS AND LIMITED WARRANTY



Visit Our Web Site at  
[www.tamko.com](http://www.tamko.com)  
[www.lamarite.com](http://www.lamarite.com)

THESE ARE THE APPLICATION INSTRUCTIONS FOR LAMARITE SLATE COMPOSITE SHINGLES. TAMKO ROOFING PRODUCTS, INC. SHALL NOT BE RESPONSIBLE FOR LEAKS OR OTHER ROOFING PROBLEMS RESULTING FROM FAILURE TO FOLLOW THESE INSTRUCTIONS. For questions about Lamarite Shingles or their application contact TAMKO's Technical Services Department at 800-641-4691.

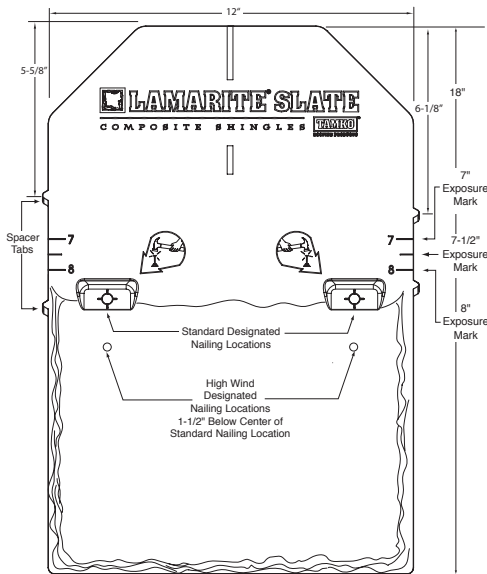
### 1. WHAT YOU NEED TO KNOW FIRST

#### A. SHINGLE DESCRIPTION

Lamarite Slate Composite Shingles ("Shingles") simulate the look of natural slate. Lamarite Shingles are 18" x 12", 18" x 7", and 18" x 5" and are suitable for installation with exposures of 7", 7-1/2", or 8". (See **Shingle Design A** Below)

\*7" maximum exposure for high winds. Please reference High Wind Areas/Zones application instructions.

Shingle Design A



#### B. COLOR VARIATION

All Lamarite Slate Composite Shingles come with shade variation. Shade variation may occur differently from pallet to pallet. Application of the Shingles should not begin until ALL material has been delivered to the project site. Shade variation has been designed into the Shingles to provide a more realistic random appearance. Because of shade variation the applicator must take precautions to insure that the various shades of the Shingles are properly blended on the roof. Mix Lamarite Slate Composite Shingles from different pallets and bundles while installing to help assure randomness in the finished application. **The applicator must periodically check work in progress from the ground to make sure that a color pattern does not occur.** Lamarite Slate Shingles are intended to have random shade variations when installed.

**NOTE: TAMKO will not be responsible for improper application or failure to insure that shades are randomly distributed in the roof.**

### C. APPLICATION TEMPERATURE AND STORAGE

It is recommended that Lamarite Slate Shingles be stored in temperatures above 45° F. Although temperatures below 45° F. will not harm Shingles, cold temperatures may cause difficulty with the installation, including increased breakage during fastening. If Lamarite Shingles have been stored in temperatures below 45° F., it is recommended that the Shingles be restored to a temperature above 45° F. prior to installation. Lamarite Shingles will expand and contract with heat and cold and must be properly spaced to avoid buckling. Lamarite Shingles have been designed with spacer tabs on the sides to help assure proper spacing. For assistance with installations below 45° F. please contact TAMKO's Technical Services Department. To avoid damage to the Shingles when storing, do not stack pallets of Shingles on top of one another and do not stack any other material on top of the Shingles.

### D. NAILING AND CUTTING

Lamarite Shingles are for application to roof decks capable of receiving and retaining nails that penetrate 3/4" into the roof deck. Where the deck is less than 3/4" thick, the nail should penetrate the deck. Each Shingle should be applied with two corrosion-resistant, 3/8" head x 1-1/2" length, nails using a pneumatic nail gun set to 100 psi. Do not allow the end of the nail gun to punch the product. Do not use staples. Drive nail heads flush with the shingle surface. Frequently check both the depth and pressure setting on the nail gun so nails are not over-driven. Over-driving nails may cause Lamarite Shingles to lift and will adversely affect the appearance of your roof. Lamarite Shingles can also be hand nailed using two corrosion-resistant roofing nails.

#### High Wind Areas/Zones, Fastening Application

- Standard roofing nails or ring shank roofing nails (3/8" head x 1-1/2" length) can be used for high wind area/zone applications depending upon jurisdiction, check local building code requirements.

#### Nail Placement

- Maximum shingle exposure 7": place nail 1-1/2" below center of standard nailing location. Use two nails per shingle. See **Shingle Design A** for High Wind nail placement.

#### Important

Check Local Codes for applicable Product Testing and deck assembly requirements.

- The following assembly was used to test for compliance with ASTM D 3161, Class F (110 mph), nominal 3/4" thick AC plywood deck, shingle underlayment, 1-1/2" roofing nails, two nails per shingle.

- The following assembly was used to test for compliance with UL 580 to obtain a class 90 uplift resistance rating and for compliance with UL 1897 to obtain a 165 psf uplift resistance rating. Wood supports (Joists or Rafter) Nominal 2X10" deep wood framing members, No.2 grade Spruce-Pine-Fir, 24" OC spacing. Deck: minimum 15/32" B-C APA Rated plywood sheathing. Fasteners (Screws) used to attach the plywood deck to the joists, 2" long, No. 8 course thread screws. Screw spacing 6" OC at the plywood edges and 12" OC in the field of the plywood. Underlayment, nailed 4" at side laps. Fasteners used to attach the shingles to the plywood deck, 1-1/2" long galvanized ring shank nails spaced 8" from the butt end of the shingle and 2" from the edge of the shingle. Two nails used for each shingle. Exposure of the shingles: 7-1/2".

### E. ROOF DECK

#### (i) MINIMUM ROOF SLOPE

Lamarite Shingles are for application to roof decks with slopes of at least 3" per foot. For roofs having slopes of 3" per foot to 6" per foot, TAMKO's self-adhering Moisture Guard Plus<sup>®</sup> or TAMKO TW Metal & Tile Underlayment<sup>®</sup> must be applied over the entire deck. Contact TAMKO's Technical Services Department for more information.

## (ii) NEW ROOF DECK CONSTRUCTION

Roof decks must be smooth, dry and free from warped surfaces. Metal drip edges should be installed at eaves and rakes.

- a. **PLYWOOD:** All plywood must be exterior grade as defined by the American Plywood Association. Plywood must be a minimum of 15/32" thick and applied in accordance with the recommendations of the American Plywood Association.
- b. **SHEATHING BOARDS:** Boards must be well-seasoned tongue and-groove boards and not over 6" nominal width. Boards must be a 1" nominal minimum thickness. Boards must be properly spaced and nailed to provide a smooth, flat surface and prevent buckling.

## (iii) REROOFING

In reroofing applications the old roofing material must be completely removed. Damaged roof decking, metal drip edges and flashing must be repaired or replaced and irregularities removed to provide a smooth, flat surface for nailing.

## F. METAL FLASHING

Most roof leaks occur where water is channeled off the roof or where the roof abuts a vertical wall, dormer, pipe or chimney. In these areas, metal valleys and flashings should be used to help prevent leaks. Structural members that protrude through a roof should be flashed at all intersecting angles. Step flashing up the vertical surface of walls and chimneys should extend under each successive course of Lamarite Slate Shingles, and should be covered by a layer of counter flashing. Metal valleys and flashings should be a minimum of 26-gauge metal.

Flashing is available in different metals. It is good practice to use metals that have proven their reliability under the climatic conditions to be encountered. It is important that metal flashings have the same serviceable life span as the Lamarite Shingles installed on the roof. TAMKO is not responsible for leaks attributable to metal valleys, flashings, their installation or the lack of installation.

## G. VENTILATION

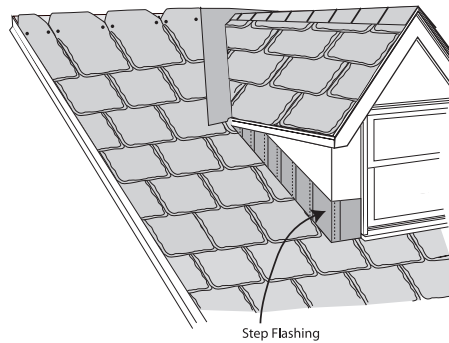
Inadequate ventilation of attic spaces can cause accumulation of moisture in winter months and a build up of heat in the summer. These conditions can lead to:

- (i) Vapor condensation
- (ii) Deterioration of insulation, wood and other construction materials
- (iii) Mold and mildew
- (iv) Ice damming on the roof

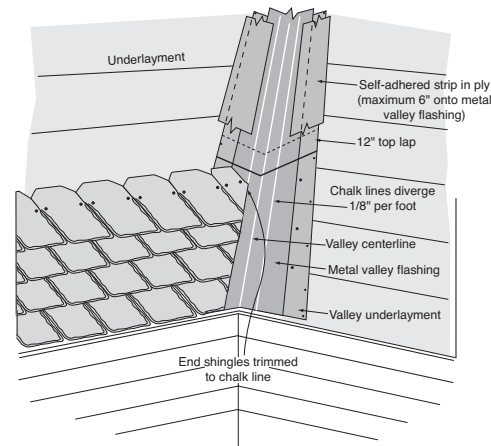
To help insure adequate ventilation and circulation of air, place louvers of sufficient size high in the gable ends and install an adequate number of roof vents and soffit vents. FHA minimum standards require one square foot of net free ventilation area for each 150 square feet of attic floor area, or one square foot per 300 square feet if a vapor barrier is installed on the warm side of the ceiling or if at least one half of the ventilation is provided near the ridge. If the ventilation openings are screened, the total area should be doubled. For further information on proper ventilation contact your architect, building contractor, building materials supplier, or TAMKO's Technical Services Department.

### PROPER VENTILATION IS ESSENTIAL

## LAMARITE Step Flashing/Sidewall



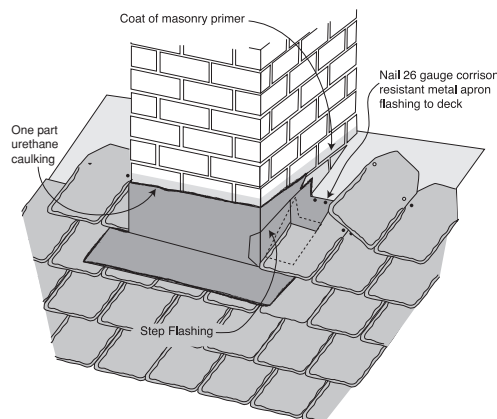
## LAMARITE Open Valley Detail



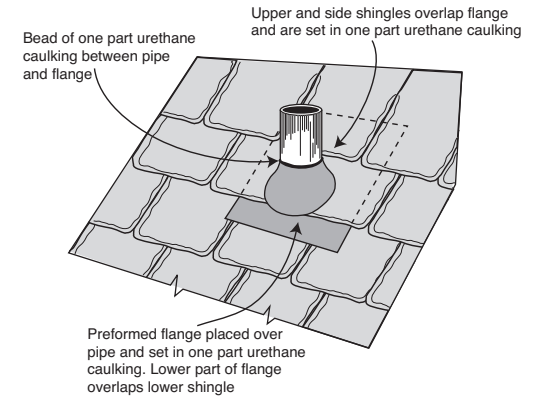
### NOTE:

Some regions may require a min. 26 gauge (copper or galvanized metal) with 1" splash diverter, 12" up each side. Check your local codes for requirements.

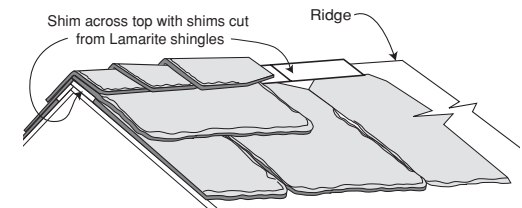
## LAMARITE Step Flashing/Chimney Detail



## LAMARITE Pipe/Flange Detail



## LAMARITE Shim Detail



To prevent final course of Shingles from raising up when hip and ridge shingles are installed, cut a shim from a piece of a Lamarite Shingle to fit the area from the top of the last full size shingle course of Lamarite Shingles up to the ridge.

## 2. APPLICATION INSTRUCTIONS

**NOTE: TAMKO recommends the use of roof jacks for roof application. Following proper roof jack installation guidelines may avoid causing an uneven appearance of the Shingles. The roof jack manufacturer's guidelines should be followed when applying roof jacks.**

### A. UNDERLAYMENT

An underlayment must be applied over the entire deck before installation of Lamarite Shingles. Dust, dirt, loose nails, and other protrusions and all old shingles and roofing felts must be removed from the roof deck prior to application of the underlayment. Apply the underlayment only in fair weather when air and surface temperatures are above 35° F. and the deck is dry. Align the first course of the underlayment on the lower edge of the roof, parallel to the eaves. Install successive courses from low to high point, lapping each course 3-1/2" over the lower course so that laps will shed water. End seams should be overlapped 6" and staggered so that end seams in one course do not align with end seams in an adjacent course.

To help prevent leaks, TAMKO's Moisture Guard Plus® or TW Metal and Tile Underlayment® should be applied to eaves, rakes, ridges, valleys, around chimneys, skylights or dormers, and in areas where there is a potential for water to back up due to wind driven rain or ice damming.

Products acceptable for use as underlayments are listed below. TAMKO does

do not recommend the use of any substitute products as Shingle underlayment. Choose from the following underlayments in accordance with the fire rating required:

For a UL Class A Fire Rating:

- **Moisture Guard Plus®** – TAMKO's fiberglass reinforced self-adhering SBS modified asphalt underlayment with fine mineral surfacing.
- **TW Metal & Tile Underlayment®** – TAMKO's fiberglass reinforced self-adhering SBS modified asphalt underlayment with polymeric film surfacing.

If the underlayment is self-adhering, remove the release film from the membrane, then press the membrane into place. Roll lower edges firmly with a wallpaper roller or other hand roller.

For a UL Class C Fire Rating:

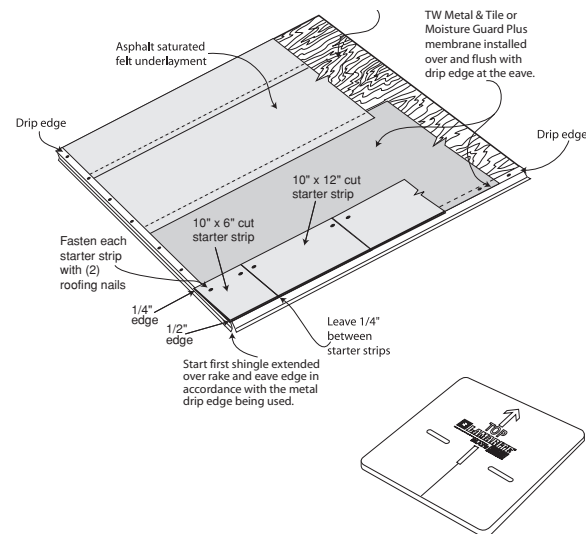
- **TAMKO NO. 30, NO. 30 UL, or NO. 30 ASTM** organic felt underlayments
- **TAMKO Nail Fast®** SBS modified organic utility underlayment
- **Non-perforated** asphalt saturated organic felt that meets the requirements of ASTM D226, Type II.

If left exposed, underlayment may be adversely affected by moisture and weathering. Underlayment and Lamarite Slate Shingles must be applied together.

**B. SHINGLE STARTER**

**Diagram A: Preformed Starter**

Lamarite preformed starter course can be used as shown in Diagram A. In this application, the bottom edge of the roof will be two layers thick.



When using Style D metal drip edge, extend starter strip 1/4" past the edge of the metal. When using Style A metal drip edge, extend starter strip 3/4" to 1" past the edge of the metal.

Fasten each piece of starter shingle with two corrosion-resistant roofing nails (3/8" head and 1-1/2" length). Do not use staples. Install starter shingles horizontally along the length of the eave, extending over the eave (see Diagram A).

**IMPORTANT:** As you work along the eave, leave a 1/4" space between each piece of starter shingle to avoid buckling.

**C. SHINGLE APPLICATION**

**NOTE:** Lamarite Shingles are intended to have a random appearance in shade variations. **The applicator must periodically check work in progress from the ground to assure randomness.**

(i) **IMPORTANT:** *Spacer tabs are manufactured into the side edges of Lamarite Shingles to insure the proper 1/4" spacing. Clip the tabs from exposed edges. Avoid clipping tabs between adjacent Shingles. Failure to properly space Lamarite Shingles may result in buckling and will adversely affect the appearance of your roof. Frequently check both the depth and pressure setting on the pneumatic nail gun so nails are not over-driven. Over-driving nails may cause Lamarite Slate Shingles to lift and will adversely affect the appearance of your roof.*

(ii) When the starter courses are complete, clip the spacer tabs from the outside edge of a Lamarite Slate Shingle. In addition, for non-gable roof planes, the outside edge of Shingles along the hip must be cut to match the angle of the hip. Place the first Shingle directly on top of the starter course, aligning the edges with the bottom and rake or hip edges of the starter strip. Fasten each full Shingle with two corrosion-resistant 3/8" head x 1-1/2" length roofing nails. Place one nail in each of the nailing locations marked on the Shingle (see **Shingle Design A**). Continue installing Shingles horizontally across the roof, aligning the bottom of each Shingle with the bottom of the starter course.

(iii) To begin the second course of Shingles, cut one Lamarite Slate Shingle into two 18" x 6" pieces. Begin the course with the 6" piece with spacer tabs on the inside edge and the cut/sawed edge on the outside. Align the exposure marks on the side of the Shingle with the top edge of the underlying shingle to create the proper weather exposure. Continue to install full size Lamarite Shingles across the roof. When Shingles are properly installed the exposure marks will align vertically with the tops of the shingles below and horizontally with the exposure marks on adjacent Shingles (see **Shingle Design A**).

(iv) The third course of Shingles should begin in the same manner as the first, with a full size Shingle. Alternate using full sized Shingles and a 18" x 6" pieces as the first Shingle in each successive course to prevent the spaces ("keyways") between Shingles in one course from aligning with the spaces in adjacent courses.

When using 5", 7" and 12" sizes, alternate the size of the first Shingle in each successive course to prevent the keyways between Shingles in one course from aligning with keyways in previous courses. The keyways should be offset a minimum of 2".

Occasionally you will be required to cut a custom size shingle. To maintain the battered edge (chamfered) appearance, a slate cutter should be used. Cut the shingle with the exposed slate surface face down. Different slate cutters will give different appearances. Consideration should be given to the slate cutter that you use. A high quality cutter will give you the most desirable edge.

**NOTES:**

- If chalk lines are used, do not use permanent chalk as it may adversely affect the appearance of your roof.
- As work progresses up roof slopes care should be taken to minimize traffic over completed areas. Dishwashing or clothing detergent may be used in combination with water and a soft bristle brush to remove mud or dirt tracked on the Shingles during installation.
- For replacement of Lamarite Shake Shingle, see TAMKO's web site at [www.tamko.com](http://www.tamko.com) or call our Technical Services Department at 800-641-4691.

**D. HIP AND RIDGE APPLICATION**

Using one of the recommended underlayment products, fasten an 8" wide underlayment cap over all hips and ridges so that one half of the cap rests on the top course of Shingles on each side of the hip or ridge. Apply a double layer underlayment cap, if a non-SBS modified asphalt underlayment is used.

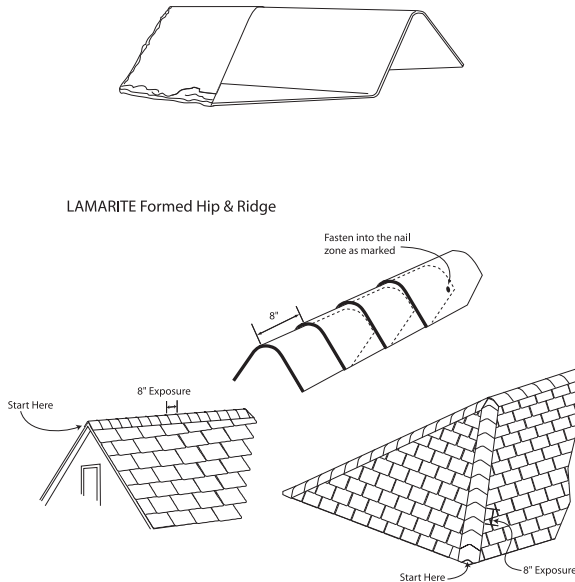
**Preformed Hip and Ridge:** Cut a 10" long piece from a Lamarite prefabricated hip and ridge shingle to use as a starter shingle. Fasten the 10" piece to the lowest point of the hip or from the end of the ridge opposite the direction of the prevailing winds for the area, using two corrosion-resistant roofing nails of sufficient length to penetrate 3/4" into or completely through the decking. One nail should be placed in each of the marked nailing locations. Fasten a full size Lamarite hip and ridge shingle directly over and completely covering the 10" starter shingle. Continue installing full size hip and ridge shingles along the hip or ridge with the same weather exposure (7", 7-1/2" or 8") as the field of the roof (see **Diagram B**). To complete the hip or ridge, the last shingle may require face nailing. Stainless steel or other non-corrosive fasteners should be used.

**Site-made Hip and Ridge Shingle** can be constructed from a Lamarite Shingle by cutting the Shingle in half to yield two 18" x 6" pieces. The two halves are applied by butting the cut edge of one half to the bottom side of the other half, and nailing in the location marked on the Shingle (see **Diagram C**). The side of the hip and ridge shingle with the exposed cut edge should alternate as each hip and ridge Shingle is fastened. Shingle spacer tabs on the edges of site made hip and ridge Shingles should be removed prior to application.

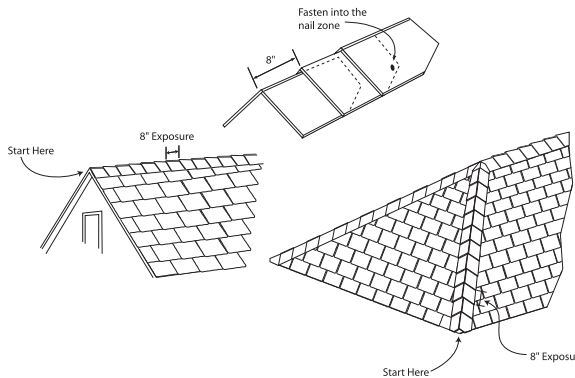
Intersecting roof surfaces at hips and ridges must be properly capped to help prevent leaks (see **Diagram C**).

**NOTE:** Do not walk on Hip & Ridge once it has been applied as it may cause buckling or breakage of Hip & Ridge pieces.

**Diagram: B**  
LAMARITE Formed Hip & Ridge



**Diagram: C**  
LAMARITE Site Made Hip & Ridge



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

**TAMKO**  
**ROOFING PRODUCTS, INC.**

**LAMARITE SHINGLES LIMITED WARRANTY**

In this Limited Warranty certain capitalized words have specific meanings:

- “**TAMKO**” means TAMKO Roofing 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 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 shingles of the same type or color are no longer available, the certificate will be for the closest TAMKO substitute available.
- “**Dollar Limit Per Square**” 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 (not to exceed the original installation cost, or, if the original installation cost can not 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 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 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). 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 flashings, metal work, removing, installing or disposing of Shingles. 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 Owners 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.

**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 records 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 or 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, unless otherwise stated in this warranty.
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 are not covered by this warranty unless they directly cause leaks.

6. Shading or discoloration caused by algae, moss or overhanging trees.
7. Algae or fungus 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 a 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.
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 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, 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 Owner may transfer this Limited Warranty only one (1) time. Except for one transfer 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 THE 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](http://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 ROOFING 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 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 IS VALID ONLY IN THE UNITED STATES, EXCLUDING ALASKA. THIS LIMITED WARRANTY APPLIES TO TAMKO LAMARITE SLATE SHINGLES SOLD ON OR AFTER SEPTEMBER 22, 2004 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 [www.tamko.com](http://www.tamko.com).

