



WARRANTY INFORMATION

Tamlyn® XtremeCOAT

Tech Support / Sales: 800-334-1676
www.tamlyn.com

10-YEAR LIMITED WARRANTY For Roof Decks and Balconies

CUSTOMER NAME

NAME AND TYPE OF BUILDING

ADDRESS OF BUILDING

AREA SQ. FEET

PRODUCT NAME(S) AND LOTS NUMBER(S)

APPLICATOR:

ADDRESS

DATE OF COMPLETION

TELEPHONE NO.

THE WARRANTY

Tamlyn® warrants to you, the original owner of the building described above, that the XtremeCOAT installed on a roof deck or balcony (the "Deck") will not contain a manufacturing defect for ten years following the completion of installation in accordance with the published application instructions as long as the Tamlyn products were installed during the shelf life set forth on the product label or container.

EXCLUSIVE REMEDY

The responsibility of Tamlyn for breach of this limited warranty is to provide replacement material for that portion of the XtremeCOAT that leak as a result of a manufacturing defect or the cash value of said XtremeCOAT. Decisions as to the extent of replacement products required will be made solely by Tamlyn. The remedy under this limited warranty is available only for that portion of the XtremeCOAT actually exhibiting defects at the time of settlement. The replacement XtremeCOAT, as well as any remaining original XtremeCOAT, will be warranted only for the remainder of the original warranty period.

NOTIFICATION OF CLAIM

In the event of a leak caused by a manufacturing defect, you MUST notify Tamlyn in writing — either by email (preferred) at sales@tamlyn.com or by postal mail to R.H. Tamlyn & Sons, Inc 13623 Pike Rd, Stafford, TX 77477 — and provide proof of purchase, product name(s), lot number(s), and application date within 30 days after your discovery of the leak. NOTE: Notice to your contractor or distributor is NOT notice to Tamlyn. Within a reasonable time after proper notification, Tamlyn will evaluate your claim and resolve it in accordance with the terms of this warranty. Tamlyn may require you to submit, at your expense, samples of your XtremeCOAT for testing and photographs. You should retain this document as well as the product name(s) and lot number(s) for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does NOT cover conditions other than leaks. This limited warranty also does NOT cover leaks caused by any of the following:

1. Damages to the XtremeCOAT resulting from anything other than an inherent manufacturing defect in the XtremeCOAT, such as (a) faulty application or application that is not in strict accordance with Tamlyn published application instructions, including surface/substrate preparation; (b) chemical attack on the XtremeCOAT including, but not limited to, exposure to grease, oil, or solvents; (c) settlement, movement, or defects in the building, walls, foundation, or substrate material used as a base over which the XtremeCOAT were applied; (d) defects in the design of the building; (e) improper or inadequate maintenance; (f) improper installation or failure of any non-Tamlyn materials, including pre-existing coatings; (g) use of materials that are incompatible with the XtremeCOAT; or (h) architectural, engineering, or design defects or flaws in the Deck or building.
2. Damage to the XtremeCOAT resulting from causes beyond normal wear and tear, such as (a) unusual weather conditions or natural disasters, including but not limited to, hail, floods, hurricanes, lightning, tornadoes, and earthquakes; or (b) improper storage or handling of the XtremeCOAT.
3. Conditions that prevent positive drainage or areas of the Deck that pond water.
4. Any change in the color of the XtremeCOAT, including, but not limited to, fading.
5. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.

No representative, employee, or agent of Tamlyn, or any other person, has the authority to assume any additional or other liability or responsibility for Tamlyn unless it is in writing and signed by an authorized Tamlyn Services Manager or Director. Tamlyn shall not be responsible for any change or amendment to the Tamlyn specifications used in the application of the XtremeCOAT unless approved in writing by an authorized Tamlyn Manager or Director. This limited warranty MAY BE SUSPENDED OR CANCELED IF THE DECK IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the Deck.

NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Tamlyn, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Tamlyn be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior and exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the STATE OF TEXAS. This warranty shall be governed by the LAWS OF THE STATE OF TEXAS, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential 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.

EFFECTIVE DATE

This limited warranty is effective for products installed within the United States, Canada, and Mexico after January 1, 2025.



WATER MANAGEMENT | XTREMEINTERIOR™ | XTREMETRIM® | XTREMECOLOR™ FLASHING | SIDING ACCESSORIES | VENTILATION | METAL FLASHING | CONNECTORS | ROOFING

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