



Shingle and Accessory
WARRANTY



**LIMITED LIFETIME
WARRANTY**

*Available with
select shingles.*

Please refer to warranty for details.

Malarkey Roofing Products® Shingle and Accessory Warranty

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent, home roofing project. All of our shingles come with a product warranty [see Table 1 on the next page for a complete listing], as well as the optional Accessory Products used as part of the roof system installation. Malarkey Accessory Products include:

- Right Start™ UDL and SecureStart™ SG/Plus field underlayments
- Arctic Seal® and SecureStart™ HT self-adhering underlayments
- Smart Start™ starter shingles
- Malarkey hip and ridge shingles (EZ-Ridge™ and RidgeFlex™)

Warranties can be hard to understand, so if you have any questions, refer to our website, WWW.MALARKEYROOFING.COM/warranty-center, or contact our Technical Services Department by phone at (800) 545-1191, 7:00 am to 5:00 pm Pacific Time, or email: technicalinquiries@malarkeyroofing.com.

Malarkey Roofing Products and related warranties stand with any in the industry. Highlights of our coverage include:

- **A Right Start™ Period:** Every Malarkey warranty begins with a multi-year, non-prorated warranty period designed to protect your shingle investment and get it off to a good start. During this initial period shingles do not depreciate, and you enjoy 100% warranty coverage.
- **Transferability:** During the Right Start™ period the warranty may be transferred to a subsequent owner, entitling them to the same coverage as the original owner.
- **Enhanced Wind Warranty Option:** Every Malarkey warranty includes protection against high winds and increases when you install a roofing system of Malarkey shingles and accessory products.
- **Scotchgard™ Protector:** Malarkey shingles that feature Scotchgard™ Protector from 3M™ also enjoy Limited Lifetime Warranty coverage against discoloration or staining due to algae growth.
- **Your Choice Warranty Option:** If you prefer another manufacturer's limited warranty to Malarkey's limited warranty for a similar product, we will honor their terms and conditions.

LIMITED LIFETIME WARRANTY

Most Malarkey shingles come with a LIMITED LIFETIME WARRANTY against manufacturing defects that adversely affect the performance of the shingle. It is offered to the homeowner who first had the shingles installed on the house they use as their primary residence. "Lifetime" coverage is in effect as long as you, the original owner, own the property where the Malarkey shingles and accessories were installed.

When Malarkey LIMITED LIFETIME WARRANTIED shingles are installed with two or more of the Malarkey Accessory Products listed above, those accessory items are also covered by the LIMITED LIFETIME WARRANTY. Windsor® Starter shingles are not an accessory because they are required in Windsor® shingle installations and therefore covered by the Windsor® shingle warranty.

Other types of properties that are not single family, detached residences like churches, schools, apartment buildings, condominiums, cooperative housing arrangements or buildings owned by corporations, trusts or government agencies are limited to the warranty period listed in Table 1 under "TERM [Not Primary Residence]."



RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle listed in Table 1 starts with an initial, *non-prorated* **Right Start™ Period** of 7 to 15 years, depending on the product, that states:

If the shingles are found to have manufacturing defects that adversely affect the performance of the shingle, Malarkey will either repair, replace or pay for installation of new shingles plus a reasonable cost for underlayment and other materials.

No payment will be made for tear-off or disposal of old roofing. Malarkey's maximum liability under this warranty shall be equal to the DOLLAR LIMIT [per *square** of material] expressed in Table 1, plus reasonable installation costs as defined by RS Means®¹. Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only.

During the Right Start™ Period [see *TRANSFERABILITY* section], the LIMITED LIFETIME WARRANTY may be transferred to a subsequent owner of the house, entitling them to the same coverage as the original owner.

**Square* is a roofing term for the amount of material it takes to cover a 10-ft. by 10-ft. area of roof.

¹ RS Means®, a product line of Reed Construction Data, is North America's leading supplier of construction cost information. For more information, visit WWW.RSMEANS.COM.

COVERAGE BEYOND THE RIGHT START™ PERIOD

Once the Right Start™ Period has passed, shingle values for the purpose of replacement are now *prorated*, decreasing each month by a certain percentage based on the number of months in their warranty, or TERM. For example, The Alaskan® shingle has a TERM of 35 years. Multiple that by the number of months in a year [12], and you get 420 months. The Alaskan's depreciation rate, expressed in the column, REDUCTION PER MONTH [see Table 1] is therefore, 1/420.

Another way to think about it is the DOLLAR LIMIT per square of shingles, reduced by the number of months the shingles have been on the roof.








Example 1: A claim for 40 squares of The Alaskan® shingles that was settled 12 years after installation –

- A = number of affected squares: 40
- B = initial DOLLAR LIMIT/SQ: \$90
- C = the number of months that remain on the warranty:
420 [length of the TERM × 12 months/yr.] minus 144 [12 years shingles were on the roof × 12 months/yr.] = 276 months
- D = length of the TERM = 420 months
- **Prorated warranty value:** $[A \times B \times C] \div D = [40 \times 90 \times 276] \div 420 = \mathbf{\$2,365.71}$

Any costs in excess of the prorated adjustment are the owner's responsibility. If money was already paid under the warranty, the prorated warranty value will be reduced by that amount.

LIMITED LIFETIME WARRANTY shingles, however, *stop depreciating* when they reach 80% of their TERM. Back to our example of The Alaskan® — its term is 35 years, or 420 months. 80% of 420 months is 336 months; therefore, The Alaskan® stops depreciating after 28 years $[336 \div 12 = 28]$.

TABLE 1

SHINGLE	TERM	TERM (NOT PRIMARY RESIDENCE)	WIND MPH (KPH)	ENHANCED WIND‡ (KPH)	RIGHT START™ PERIOD	DOLLAR LIMIT/SQ	REDUCTION PER MONTH*
3-TAB SHINGLES							
Dura-Seal™ (NEX™)	300 Months	25 years	60 [97]	70 [113]	7 years	\$60	1/300
Dura-Seal™ AR (NEX™)	300 Months	25 years	60 [97]	70 [113]	7 years	\$65	1/300
The Alaskan® 	Lifetime*	35 years	110 [177]	130 [209]	10 years	\$90	1/420
LAMINATE SHINGLES							
Highlander®	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Highlander® AR	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$80	1/480
Highlander® NEX™	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Highlander® NEX™ AR	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$75	1/480
Ecoasis™ Costa (oxidized)	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$85	1/480
Ecoasis™ NEX™	Lifetime*	40 years	110 [177]	130 [209]	10 years	\$90	1/480
Ecoasis™ Sol	Lifetime*	40 years	110 [177]	130 [209]	12 years	\$90	1/480
Vista™	Lifetime*	40 years	110 [177]	130 [209]	12 years	\$80	1/480
Vista™ AR	Lifetime*	40 years	110 [177]	130 [209]	12 years	\$85	1/480
Ecoasis™ Costa (NEX™)	Lifetime*	40 years	110 [177]	130 [209]	12 years	\$90	1/480
Legacy®	Lifetime*	50 years	110 [177]	130 [209]	15 years	\$95	1/600
Legacy® 	Lifetime*	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Legacy® XL 	Lifetime*	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Ecoasis™ Premium 	Lifetime*	50 years	110 [177]	130 [209]	15 years	\$160	1/600
DESIGNER SHINGLES							
Windsor® 	Lifetime*	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® XL 	Lifetime*	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® Ecoasis™	Lifetime*	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® Ecoasis™ 	Lifetime*	50 years	110 [177]	140 [225]	15 years	\$200	1/600

* See the LIMITED WIND WARRANTY & ENHANCED WIND WARRANTY section for details.

* The LIMITED LIFETIME WARRANTY is only available to individual homeowners. The limited warranty period for shingles installed on premises not used by individuals as their residence is limited to their prorated number of months [TERM × .80] with the same Right Start™ Period as the associated shingle.



ACCESSORY WARRANTIES (FOUR VARIATIONS)

1. When you install *two or more* Malarkey Accessory Products (listed on page 1) with any brand of Malarkey LIMITED LIFETIME WARRANTY shingles, those accessory products carry the same LIMITED LIFETIME WARRANTY along with its Right Start™ Period.
2. When you install *one* Malarkey Accessory Product with any brand of Malarkey LIMITED LIFETIME WARRANTY shingles, that accessory product carries a 20-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
3. When you install *one or more* Malarkey Accessory Products with any Malarkey NON-LIMITED LIFETIME WARRANTY shingle (i.e., the Dura-Seal™ line), those accessory products carry a 10-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
4. Installed separately (for example, as part of a competitor's roof system), every Malarkey Accessory Product carries a 10-year warranty against manufacturing defects.

LIMITED WIND WARRANTY & ENHANCED WIND WARRANTY

Malarkey shingle warranties include two types of *wind* warranties: a *Limited Wind Warranty* and an *Enhanced Wind Warranty*, and both protect against damage to shingles from high winds (i.e., shingle blow-off). Wind warranties are in effect for the same duration as Right Start™ Periods.

Terms and Conditions: Malarkey's wind warranties apply only when shingles are properly adhered, whether by hand-sealing with asphalt roof cement conforming to ASTM D4586 or by activation of the shingles' self-sealing strips.

In high wind areas, as listed by the National Weather Service, Malarkey strongly recommends, and in many areas building code requires, shingles, including *starter* shingles, be fastened with six (6) nails [nine (9) nails for the Windsor® shingle line] as per Malarkey's printed instructions.

The LIMITED WIND WARRANTY covers Malarkey shingles up to the wind speeds in Table 1, column WIND.

The ENHANCED WIND WARRANTY covers Malarkey shingles up to the wind speeds in Table 1, column ENHANCED WIND.

In addition to the LIMITED LIFETIME WARRANTY conditions, ENHANCED WIND WARRANTY roof systems *must* include:

1. Application of Malarkey Smart Start™ starter shingles
2. Fastening of Malarkey shingles, including starter shingles, using six (6) nails [nine (9) nails for Windsor® shingle line]
3. Either of Malarkey's Hip and Ridge shingles (EZ-Ridge™ or RidgeFlex™)²

2 Some contractors adapt roofing shingles to use as hip and ridge shingles. Use of The Alaskan® as a hip and ridge shingle will apply toward the Enhanced Wind Warranty. Dura-Seal™ [NEX™] shingles used for hip and ridge will qualify toward an Enhanced Wind Warranty only when Dura-Seal™ [NEX™] is the field shingle.

Malarkey's maximum liability under wind warranties is, at its option, to repair or replace blown-off shingles (including materials and labor), hand-seal (or have hand-sealed) the shingles at our expense, or pay the owner an amount not exceeding the DOLLAR LIMITS expressed in Table 1, plus reasonable installation costs as defined by RS Means®. No amount shall be paid for removal or disposal of damaged shingles.

LIMITED ALGAE RESISTANT ROOFING SYSTEM WARRANTIES

Malarkey offers two shingle warranties against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp), and both require Malarkey algae resistant hip and ridge shingles³ (EZ-Ridge™ or RidgeFlex™) featuring Scotchgard™ Protector from 3M™⁴.

The first warranty shares the same LIMITED LIFETIME WARRANTY coverage offered on those Malarkey field shingles that feature Scotchgard™ Protector from 3M, subject to the conditions and limitations listed below.

The payment to the owner for those shingles that exhibit discoloration due to algae will be an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs for your area as defined by RS Means®. Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs as defined by RS Means®.

The second warranty covers Malarkey's Algae Resistant (AR) shingles. These shingles are listed in Table 1 in the first column, and have "AR" after their name. These shingles are warrantied against discoloration or staining due to algae growth, with a prorated settlement after five (5) years (60 months). AR shingles and terms include:

SHINGLE	ALGAE WARRANTY TERM
Vista™ AR	12 years
Highlander® AR	10 years
Highlander® NEX™ AR	10 years
Dura-Seal™ AR	5 years

For claims within the first five years meeting all warranty requirements, the payment to the owner for those shingles that exhibit discoloration due to algae will be an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs for your area as defined by RS Means®.

After the first five (5) years (60 months), the settlement is prorated, and Malarkey may, at its discretion, repair, replace or

3 Some contractors adapt 3-tab roofing shingles to use as hip and ridge shingles; The Alaskan® featuring Scotchgard™ can be substituted as hip and ridge shingles for both the Scotchgard™ Protector Warranty and the Algae Resistant System Warranty from Malarkey. The use of Dura-Seal™ AR as hip and ridge shingles is only allowed when Dura-Seal™ AR is the field shingle.

4 Scotchgard™ and 3M™ are trademarks of the 3M Company.



offer a labor payment to cover the reasonable cost for cleaning the affected shingles. The maximum payment under this warranty will be prorated based upon the number of months the shingles have been installed on the roof up to the maximum warranty period. After the warranty period expires, there is no remedy for algae on AR shingles.

Malarkey's maximum liability for algae is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs as defined by RS Means® [prorated after 60 months].

TRANSFERABILITY

During the Right Start™ Period, these warranties may be transferred, but only by the original property owner to the first subsequent owner, after notification to Malarkey as described below. If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of the original warranty and Right Start™ period. If the transfer occurs after the Right Start™ Period, the warranty to the subsequent owner will be limited to two (2) years from the date of the real estate title transfer. Warranty coverage will be as stated in the *COVERAGE BEYOND THE RIGHT START™ PERIOD* section.

To transfer the warranty, the current holder of the warranty must notify Malarkey's Warranty Services Department [see *CLAIMS PROCEDURE* described on page 5] in writing within sixty (60) days from the date the title of the property was changed. We will either send you a *Shingle Warranty Transfer* document to fill out or simply request you provide us with the following information:

- The name, address and phone of the current holder of the warranty
- The date of the original, completed installation
- Proof of purchase
- The address where the shingles were installed
- The name and address of the new owner, and
- The date of title transfer

If Malarkey is not notified of the transfer as outlined above, the warranty shall not transfer, and Malarkey will have no further liability of any nature to the warranty holder.

EXCLUSIONS

The LIMITED LIFETIME WARRANTY covers only *manufacturing defects* in Malarkey shingles that adversely affect the performance of the shingle. It covers the asphalt shingle products listed in Table 1 that are sold and installed in the U.S. and Canada. Warranty claims that Malarkey determines are cosmetic in nature *are not* considered manufacturing defects. The warranty does not cover other products such as flashing and metal work or damage to shingles attributable in whole or in part to other causes including, but not limited to:

- Improper fastening or installation not in accordance with Malarkey's written instructions
- Improper ventilation; at a minimum ventilation must comply with FHA Minimum Property Standards

- Improper transportation, storage, or handling of shingles and/or accessories
- Defects in, or failure of, flashing or metal work or material used as a roof face over which shingles are applied
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, stovepipes, etc.), structural changes, or other alterations to the roof after application of the shingles
- Inordinate traffic on the roof for any reason (equipment installation/removal, moss and debris removal, gutter cleaning, etc.)
- Settlement, movement, distortion, failure or cracking of the roof decks, walls or foundations of the building
- Damage to shingles, roof deck, or structure due to ice damming or water backup
- Variation in color [shading] which may occur from the positioning of colored granules on the shingles. Shading or discoloration of shingles or ridges due to algae [excluding AR or Scotchgard™ shingles as described in the *LIMITED ALGAE RESISTANT ROOFING SYSTEM WARRANTIES* section]
- Deterioration or distortion caused by mold, mildew, or other vegetation, organic compounds, paints, chemicals, or similar materials
- Granule sloughing due to excessive granules on the shingles
- Impact of foreign objects
- Violent or unusual weather conditions, such as flooding, tornadoes, hailstorms, winds in excess of Wind Speed Limits [Table 1], or other "Acts of God"
- Fire, acts of vandalism, and other, similar occurrences

Color Match. Malarkey reserves the right to discontinue or modify any shingles or accessories, including the colors offered; therefore, replacement shingles due under the warranties may not be an exact match. Even if the same color and style of shingle or accessory is available, the product may not appear to be an exact match to the existing shingles or accessories due to normal weathering, aging, and other factors.

Wind Warranties. Shingles that come with a factory-applied self-sealing strip must be subjected to sunlight for several days before full sealing can occur. Shingles installed in fall or winter may not seal until the following spring; consequently, the shingles should be hand-sealed. Shingles which do not receive direct sunlight or are not exposed to adequate surface temperatures may never seal. This is the nature of the shingles, and failure to seal down under such circumstances is not a manufacturing defect.

If any self-sealing shingles exposed to adequate temperatures and direct sunlight fail to activate the self-sealing strips during the first year after application, Malarkey will have no liability under this warranty for such defects *unless* proper written notification has been made prior to the end of the first year after installation and Malarkey has been allowed the opportunity to hand-seal any non-sealed shingles at its own expense. Malarkey will not be responsible for the cost of removal and replacement of any rooftop appurtenances or equipment installations in order to conduct repairs for valid claims, such as, but not limited to, solar panels.



CLAIMS PROCEDURE

1. Warranty claims shall be made in writing by certified or registered mail to the address below and accompanied by proof of purchase. Warranty claims must be made within 30 days of discovery and prior to any repairs being made.

Malarkey Warranty Services Department
P.O. Box 17217, Portland, OR 97217
2. Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof. Any repairs made prior to or during the investigation period without Malarkey's prior written approval, will be at the owner's expense.
3. Malarkey may require you to send us, at your expense, photographs and/or sample shingles or accessories for testing.
4. After verification the shingles are defective, Malarkey will perform its obligations under these warranties within forty-five (45) days of receipt of notice, unless performance is delayed by circumstances beyond Malarkey's control. Any cost in excess of the prorated adjustment will be the owner's responsibility.

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS THE ONLY EXPRESS AND/OR IMPLIED WARRANTY MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. NO REPRESENTATIVE OF MALARKEY OR ANY OTHER PERSON HAS ANY AUTHORITY WHATSOEVER TO ACCEPT FROM OR FOR MALARKEY, ANY ADDITIONAL OR DIFFERENT LIABILITY OR RESPONSIBILITY FOR MALARKEY PRODUCTS. MALARKEY SHALL NOT BE LIABLE FOR DAMAGE TO ANY BUILDING OR CONTENTS OR INJURY TO PERSONS OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY OR ANY OTHER WARRANTY OR CONDITION, IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES AND PROVINCES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS; THERE MAY BE OTHER RIGHTS THAT VARY STATE TO STATE AND PROVINCE TO PROVINCE.

THE PARTIES AGREE THAT ANY CONDITION OR CLAIMS RELATING TO THIS WARRANTY SHALL BE FIRST SUBMITTED TO MEDIATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION AND MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION [OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR]. NO COURT OR OTHER TRIBUNAL SHALL HAVE JURISDICTION UNTIL THE ARBITRATION IS COMPLETED.

Some states and provinces do not allow these exclusions, limitations, and incidental or consequential damages, so these may not apply to your situation. These Limited Warranties may not be modified or changed except in writing and signed by an officer of Malarkey. No one [other than an officer of Malarkey] has the authority to assume any additional liability or responsibility for Malarkey in connection with the shingles and accessories except as described above.

This warranty gives the warranty holder specific legal rights and there may be others depending on the state or province. The parties agree that any condition or claim relating to this warranty shall be first submitted to mediation under the construction industry arbitration and mediation rules of the American Arbitration Association [or other mutually acceptable arbitrator]. No court or other tribunal shall have jurisdiction until the arbitration is completed.

Malarkey reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance.

YOUR CHOICE WARRANTY OPTION

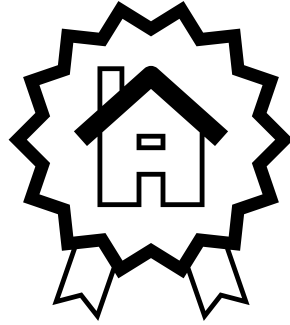
If you prefer another manufacturer's limited warranty coverage for "like" products rather than Malarkey's limited warranty, you may elect to have Malarkey honor the terms and conditions of our competitor's limited warranty in place of Malarkey's limited warranty. To do this, you must select another manufacturer's limited warranty coverage, and Malarkey will then provide limited warranty coverage based on that competitor's current published limited warranty at the time of purchase.

SHINGLE AND ACCESSORY WARRANTY REGISTRATION

Registration of the warranty is not required to receive full stated coverage of the warranty for your product, but is recommended. If you choose to register your roofing installation, complete the online *Shingle Warranty Registration Activation Form* at WWW.MALARKEYROOFING.COM/warranty-center.

The owner should retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.

**Thank you again for choosing Malarkey Roofing Products®.
Enjoy your new roof.**



**Thank you for choosing
Malarkey Roofing Products® .
Defining Excellence™ since 1956.**

If you choose to register your roofing installation [not required to receive full stated coverage of the warranty for your product], complete the online *Shingle Warranty Registration Activation Form* by scanning the code below, or visiting:

WWW.MALARKEYROOFING.COM/WARRANTY-CENTER



The owner should retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.



 **Malarkey**
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