Malarkey Roofing Products®

STANDARD WARRANTY
ESTD 1956
MADE IN USA
MALARKEY ROOFING PRODUCTS®

Shingle & Accessory

LIMITED LIFETIME WARRANTY

Available with select shingles. Please refer to warranty for details.

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 by scanning this code, or visiting:

WWW.MALARKEYROOFING.COM/WARRANTIES

The owner should retain a copy of the final invoice or contract as proof of purchase of installation.

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 **Secure Start®** line of synthetic field underlayments
- **Arctic Seal®** and **Secure Start® 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 at **www.malarkeyroofing.com/warranties**, or contact our Warranty Services Department by phone at (800) 545-1191, 7:00 am to 5:00 pm Pacific Time, or email: **malarkey.warrantyinquiries@amrize.com**.

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

- **A non-prorated 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:** A warranty transfer is allowed within sixty (60) days of the change in ownership of the house (see TRANSFERABILITY section).
- **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 blue-green algae growth.

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 individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence. "Lifetime" coverage is in effect as long as you, the original owner or eligible subsequent owner (following a successful warranty transfer), maintain as their primary residence, the house 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 excluded from Lifetime coverage include houses no longer maintained by the original property owner or eligible subsequent owner as their primary residence, churches, schools, apartment buildings, condominiums, cooperative housing arrangements or buildings owned by corporations, trusts or government entities. These types of dwellings are limited to the warranty period listed in **Table 1 under TERM (NOT PRIMARY RESIDENCE)**.

RIGHT START™ PERIOD (NON-PRORATED 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 ten (10) to twenty (20) years, depending on the product, that states:

Should the Malarkey shingles and/or accessories be determined to have manufacturing defects that adversely affect the performance of the shingle, Malarkey will pay the owner or the contractor of the owner's choice the reasonable repair or replacement cost of the affected Malarkey products and their installation (excluding non-Malarkey accessories, metalwork, flashing, et cetera) as determined by Malarkey. No payment will be made for tear-off or disposal of old roofing. 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.

Malarkey's maximum liability under this warranty shall not exceed the reasonable cost of replacement Malarkey materials and installation as determined by Malarkey. Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only.

COVERAGE BEYOND THE RIGHT START™ PERIOD

Once the non-prorated Right Start™ Period has passed, shingle values for the purpose of replacement are now prorated, decreasing

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

each month by a certain percentage based on the number of months they've been on the roof against the length of their term (see Table 1 column, REDUCTION PER MONTH). Shingles applied to a primary residence, however, stop depreciating when they reach 80% of their term and retain 20% of the value of replacement Malarkey materials as determined by Malarkey.

For example, once installed, Legacy shingles carry a 50-year (600 month) reduction per month after the non-prorated Right Start™ Period has passed. The reimbursement for a valid claim made after the Right Start™ period has passed will reduce at a rate of 1/600 per month up to a maximum of 480 months (40 years) of the 600-month term, or 80%. A claim made any time after forty (40) years from installation will retain 20% value, regardless of the age of the shingles.

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.

TABLE 1

SHINGLE	TERM	TERM (NOT PRIMARY RESIDENCE)	WIND MPH (KPH)	ENHANCED WIND‡ (KPH)	RIGHT START™ PERIOD (NON-PRORATED)	REDUCTION PER MONTH*
LAMINATE SHINGLES						
Highlander® / Highlander® AR / Highlander® Cool	Lifetime	40 years	110 (177)	130 (209)	10 years	1/480
Ecoasis®	Lifetime	40 years	110 (177)	130 (209)	10 years	1/480
Vista® / Vista® AR / Vista® Cool	Lifetime	40 years	110 (177)	130 (209)	15 years	1/480
Legacy® Scotchgard	Lifetime	50 years	110 (177)	130 (209)	20 years	1/600
DESIGNER SHINGLES						
Windsor® Scotchgard	Lifetime	50 years	110 (177)	140 (225)	20 years	1/600

‡ See the Limited Wind Warranty & Enhanced Wind Warranty section for details.
* The shingle's depreciation rate per month following expiration of the non-prorated Right Start™ Period.

ACCESSORY WARRANTIES (THREE 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 non-prorated 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 five (5) years.

3. 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) for a period of fifteen (15) years.

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.

The Limited Lifetime 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 also include application of Malarkey Smart Start® starter shingles, and either of Malarkey's Hip and Ridge shingles (EZ-Ridge® or RidgeFlex®).

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 reasonable replacement cost of Malarkey materials and installation as determined by Malarkey. 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**, and both require Malarkey algae resistant hip and ridge shingles (EZ-Ridge® or RidgeFlex®) featuring Scotchgard™ Protector from 3M™[1]. **The algae protection warranties apply only to blue-green algae (Gloeocapsa magma).** The warranties do not extend to, and expressly exclude, all other forms of algae, mold, mildew, lichens, moss, or any other biological growths.

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 blue-green algae will be a reasonable replacement cost of Malarkey materials and installation as determined by Malarkey. Malarkey's

[1] Scotchgard™ and 3M™ are trademarks of the 3M Company.

maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner reasonable replacement cost of Malarkey materials and installation as determined by Malarkey.

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 blue-green algae growth, with a prorated settlement after five (5) years (60 months). AR shingles and terms include:

SHINGLE	ALGAE WARRANTY TERM
Vista® AR	15 years
Highlander® AR	10 years

For claims within the first five (5) years meeting all warranty requirements, the payment to the owner for those shingles that exhibit discoloration due to blue-green algae will be a reasonable replacement cost of Malarkey materials and installation as determined by Malarkey.

After the first five (5) years (60 months), the settlement is prorated, and Malarkey may, at its discretion, repair, replace or 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 coverage for algae on AR shingles.

Malarkey's maximum liability for blue-green algae is, at its option, to repair or replace the defective shingles or pay the owner reasonable replacement cost of Malarkey materials and installation as determined by Malarkey (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. "Lifetime" warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence.

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 and a warranty transfer application *completed within sixty (60) days* from the date the title of the property was changed. Transfer information shall include:

- 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.

Warranty transfer information can be found online at **www.malarkeyroofing.com/warranties/shingle-warranty-transfer-application/** or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: **malarkey.warrantyinquiries@amrize.com**.

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
- 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
- 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
- Deterioration or distortion caused by power washing, moss, mold, mildew, or other vegetation, animal droppings/leavings, organic compounds, paints, chemicals, or similar materials
- 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)
- Granule sloughing due to excessive granules on the shingles
- Impact of foreign objects
- Violent or unusual weather conditions, such as flooding, hurricanes, tornadoes, hailstorms, winds in excess of Wind Speed Limits (Table 1), or other force majeure events
- 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 (or email) and accompanied by proof of purchase. Warranty claims must be made within thirty (30) days of discovery and prior to any permanent repairs being made.

   Malarkey Warranty Services Department
   P.O. Box 17217
   Portland, OR 97217
   malarkey.warrantyinquiries@amrize.com

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. Any cost in excess of the prorated adjustment will be the owner's responsibility.

SOLE AND EXCLUSIVE WARRANTY

THE APPLICABLE 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.

This warranty gives the warranty holder specific legal rights and there may be others depending on the state or province. 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.

THE PARTIES AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY RELATING TO OR ARISING FROM THIS WARRANTY SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR) THEN IN EFFECT. The expenses of the arbitration shall be allocated among the parties by the arbitrator(s) as part of the award, which shall include the prevailing party's reasonable attorneys' fees and costs, including expert fees. THIS IS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

The limited warranty in effect at the time the affected shingles were installed is the only express and/or implied warranty made by Malarkey in connection with the sale of its products. The terms and conditions contained therein shall constitute the entirety of your limited warranty, regardless of any future revisions of warranty terms for later-installed shingles. Please do not rely on any sample warranty available on Malarkey's website or elsewhere whose terms and conditions may differ from those contained in the warranty in effect for your shingles. Please contact our Warranty Services Department at (800) 545-1191 or malarkey.warrantyinquiries@amrize.com to obtain a copy of the limited warranty applicable to your shingles.

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.

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

Mailing Address:
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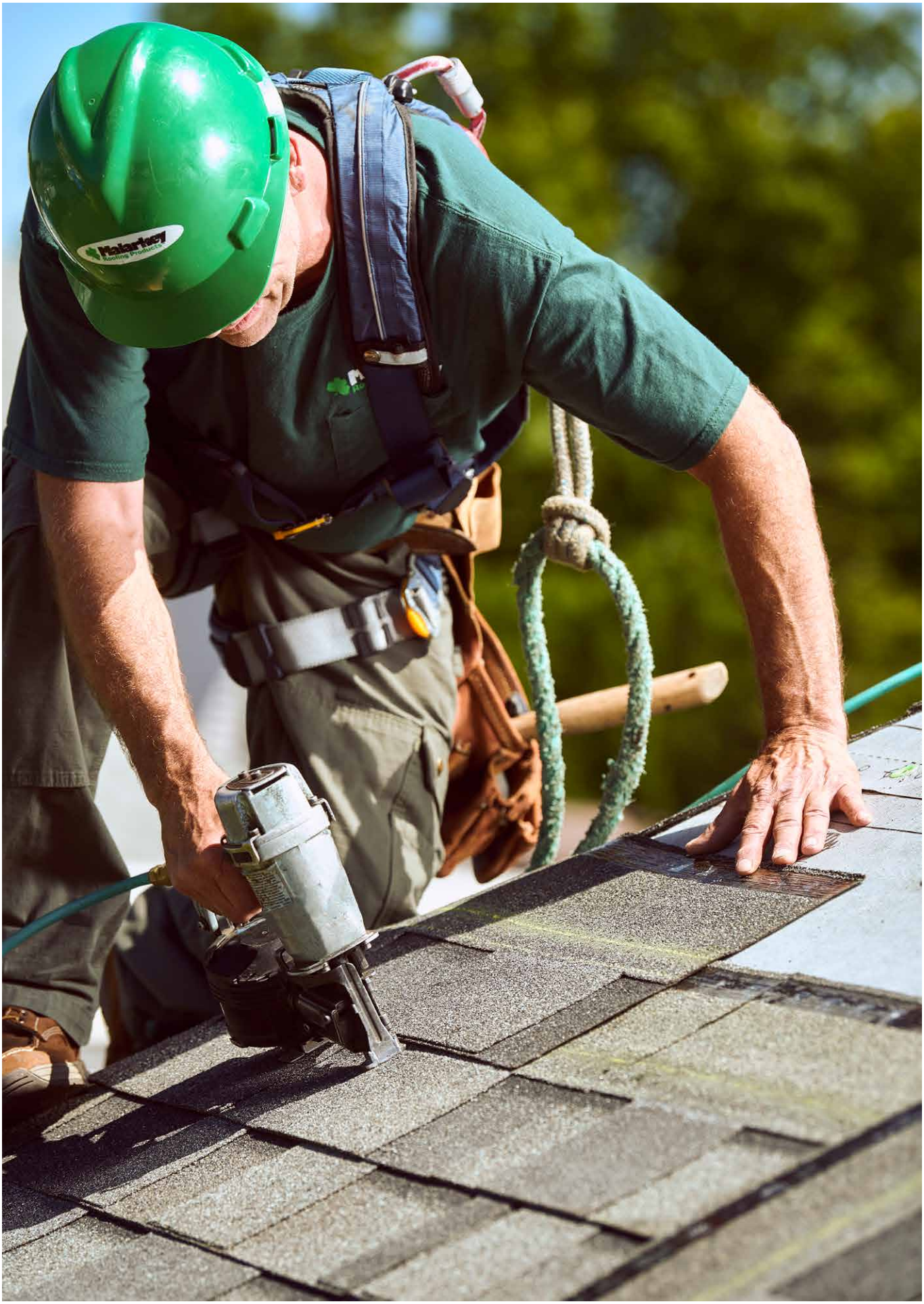
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Thank you for choosing
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to protect your home, and help preserve our environment.

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