



SPEC MANUAL

B.U.R., MODIFIED & SHINGLE
ROOFING SYSTEMS

Chapter 6

Warranties, Forms, and
Applications

6.1 GENERAL WARRANTY INFORMATION

Malarkey offers several types of warranties covering our products, and they are described below.

Malarkey warranties are subject to the terms and conditions set forth in each. Refer to the sample warranties in this chapter for specifics applicable to each.

6.1.1 LIMITED MATERIAL-ONLY WARRANTIES

All Malarkey shingle, steep slope accessory, and roll products are subject to the terms and conditions of standard Malarkey limited warranties, cover only manufacturing defects that cause leaks¹, exclude consequential damages, and are subject to a declining prorated liability for the warranty period once an initial, non-prorated period has expired. Warranties in this category are mostly for individual homeowners but a couple can also include commercial building owners:

Standard Shingle & Accessory Warranty:

- Our basic residential homeowner warranty; all but two shingles offer Limited Lifetime coverage.
- Includes standard coverage against high winds and ways to acquire enhanced wind coverage.
- Several shingle types offer protection against damage caused by algae.
- There is also an option to choose a competitor's warranty terms over ours for "like" products, *Your Choice*.

SecureStart™ HT Limited Lifetime Warranty:

High-temperature underlayment with lifetime coverage when part of a complete roofing system.

Concrete and Clay Tile Underlayment Warranty:

Offers coverage for a wide selection of underlayment options and roof slope requirements.

10-Year Limited Warranty: For individual products, both steep and low slope applications.

Limited Systems Warranty: Varied durations of coverage depending on choice of low slope roofing systems.

When multiple Malarkey products are used in a greater roofing system, warranty terms are enhanced and can be shared to cover each component. Installation must follow all applicable building code requirements, established industry standards, and Malarkey's or the primary roofing manufacturer's published installation instructions.

When applying for a material-only warranty, contact your roofing contractor, roofing material distributor, or

find warranties and *Warranty Registration Forms* online at: WWW.MALARKEYROOFING.COM/warranties.

6.1.2 ROOFING SYSTEM WARRANTIES THROUGH MALARKEY-VETTED AND APPROVED CONTRACTORS

Malarkey offers special warranties through roofing contractors who have gained Malarkey affiliation through a rigorous approval process, proved they can apply roofs in a conscientious manner, and utilize only Malarkey roofing products for their projects. We have two such programs:

- Certified Residential Contractors
- Commercial Approved Applicators

6.2 MALARKEY CERTIFIED RESIDENTIAL CONTRACTORS

The mission of the *Certified Residential Contractor* (CRC) Program is a shared value focus, bringing together homeowners needing a new roof with local, factory trained installers using quality Malarkey roofing products. An eligible *Secure Choice™ Roofing System* (SCRS) consists entirely of Malarkey shingles and accessory products.

The CRC Program offers numerous advantages: providing confidence to the homeowner that the contractor is trained, experienced, and knowledgeable; uses only the best roofing materials; and has distinguished themselves by the quality of their work.

Malarkey supports the CRC in this role with multiple tools: training, an online Program Guide (w/installation instructions), co-branded marketing materials, a finance program, and exclusive *Emerald Warranties* (see sample warranties later in this chapter).

A roofing contractor must qualify to become a CRC, and there are two levels, *Emerald Pro* and *Emerald Premium*.

6.2.1 EMERALD PRO CONTRACTOR

- Nominated and vetted by a Malarkey sales rep.
- Licensed, bonded, and insured (\$1 million)
- At least three (3) years in business
- In good standing with the Better Business Bureau (BBB) and state Construction Contractors Board, Association, etc.
- Conformance to local building codes and regulations
- Established safety program conforming to OSHA standards
- Completion of Malarkey's *Steep Slope Roofing Excellence* training

¹ The Emerald Premium Warranty also covers workmanship. See the warranty terms later in this chapter.

- Passed Malarkey's Steep Slope application test

Contractors at this level can offer exclusive, material-only **Emerald Pro Warranties**. An eligible SCRS consists of Malarkey shingles, three (3) or more Malarkey accessory products, and includes coverage for low slope roofs when part of the greater roofing system. Enhanced wind warranty coverage is standard.

6.2.2 EMERALD PREMIUM CONTRACTOR

- Nominated by Malarkey sales rep.
- Licensed, bonded, and insured (\$1 million)
- At least five (5) years in business
- Must have 90% or an "A" BBB customer satisfaction rating
- Three (3) references for work completed in last year for inspection
- Conformance to local building codes and regulations
- Established safety program conforming to OSHA standards
- Participant in the CRC Program at least one year prior to nomination for Premium level

Contractors at this level can offer exclusive **Emerald Premium Warranties**, which offer customers a combination of material warranty, *workmanship* warranty, and even coverage for low slope roofs when part of the greater roofing system. An eligible SCRS consists entirely of Malarkey shingles and accessory products. Enhanced wind warranty coverage is standard.

Additional information is available on our website at: WWW.MALARKEYROOFING.COM/professionals/certified-residential-contractor-program.

Once in the program, contractors will be issued login information to access the exclusive CRC Portal.

6.2.3 EMERALD PREMIUM PROJECTS 200 SQUARES OR MORE

Given their size, Emerald Premium warranted projects of 200 squares or more are applied-for differently from projects less than 200 squares. The process for successfully receiving an Emerald Premium Warranty for projects of this size are as follows:

1. Using the link in the CRC portal online, submit a completed *Emerald Premium Steep Slope Warranty Application* two (2) weeks prior to the start of the project, with plans, specs and details.

Warranty applications can also be obtained from your area Malarkey sales rep or by contacting our Technical Services Department.

2. Malarkey Technical Services will review the application and contact the contractor as needed.
3. Once reviewed and pre-approval granted, Tech Services will notify the contractor.
4. An initial inspection is required at the beginning of a project. A Malarkey inspector will contact the Emerald Premium contractor to coordinate the inspection.
5. Additional inspections may be required during the project and once the project is completed.
6. With the project finished, final inspections conducted and approved, and the remaining warranty fee paid, the warranty will be issued to the Emerald Premium contractor.

Other Considerations

- *Failure to submit an application prior to job start may result in additional warranty fees or non-issuance of a warranty.*
- Contractors are required to pay 50% of the warranty registration fee at the time of initial warranty application. The remaining amount is due at the time of warranty issuance.

6.3 MALARKEY COMMERCIAL APPROVED APPLICATORS

Malarkey *Commercial Approved Applicators* (CAA) must go through a number of qualifying steps in order to earn the designation:

- A background check that covers the roofer's business practices
- Inspection of Malarkey roofing system installations, both in progress and completed
- Knowledge their roofing crews are trained and understand Malarkey specifications and the information contained in this manual

Malarkey's Technical Services and Sales Departments make every effort to keep roofing crews up to date with the latest revisions to the Malarkey Product Data Guide, Specification Manual, individual installation instructions, and new products being developed.

6.3.1 NO DOLLAR LIMIT WARRANTIES

Commercial Approved Applicators can offer *No Dollar Limit* (NDL) roofing system warranties for both low and steep slope roofing systems. NDL warranties cover materials and workmanship with no dollar limit but have specific contractor, material, and installation requirements that must be followed.

Upon issuance of the warranty, Malarkey also includes our standard *Maintenance & Repair Guidelines* which outline procedures for:

- Periodic inspections and inspection practices
- What to look for: Areas prone to deterioration
- Reporting roof issues
- Roof repair (the CAA who installed the roof is responsible to undertake remedial repairs for a 2-yr. period)
- Building alterations and modifications

6.3.2 WARRANTY CHARGES

Contact Malarkey's Technical Services Department or local sales representative for current NDL warranty charges which may include:

- Administration fees needed to process the warranty
- Roofing project inspection fees (if inspections required)
- Travel expenses needed to conduct these inspections

6.3.3 THE WARRANTY PROCESS

Two weeks prior to project start date, the Malarkey Commercial Approved Applicator fills out a warranty application form, including a detailed roof plan and specifications, and submits it via email to Malarkey's Technical Services Department. Failure to do so may result in additional warranty fees or rejection of the warranty application.

The information is carefully reviewed, approved, and entered into the Warranty Database.

The approved warranty application form is then emailed to the roofing contractor, along with the warranty fee invoice.

Upon receipt of *half* the warranty fee up front, Malarkey will give notice for the project to proceed. An interim inspection date may be required for a Malarkey Roofing representative to visit the job site. The inspector will evaluate the work in progress and address any aspect in need of correction.

Following notice of job completion, a final inspection is ordered and conducted.

Once items in need of correction are resolved in a manner acceptable to Malarkey's Technical Services Department and warranty fee paid, the warranty is printed, signed, and sent to the roofing contractor.

6.3.4 INSPECTIONS

Normally, Malarkey will order inspections only for roof installations in process of being granted an

NDL Warranty. Commercial Approved Applicators are responsible for scheduling inspections at the completion of the project and then again in two (2) years.

Malarkey reserves the right to waive inspection(s) on a warranted roof when, in Malarkey's opinion, an inspection is not necessary or the location too remote from our company location or representatives. In such cases, the owner or designer can request a special inspection for which an additional charge may be made.

The purpose of an inspection conducted by Malarkey representatives is to gather information, address the present condition of the roofing system, and determine whether or not the installation is still eligible for the warranty.

6.4 IN CONCLUSION

Malarkey Roofing Products® is grateful to be your product manufacturer and offer the warranty protections shown in this chapter. For more information, call our Technical Services Department weekdays at (800) 545-1191 or (503) 283-1191, 7:00 am to 5:00 pm, Pacific Time. You can also email us at:

technicalinquiries@malarkeyroofing.com.

Thank you.

6.5 SAMPLE WARRANTIES, FORMS AND APPLICATIONS

See pages following.



Shingle & Accessory Guide
LIMITED LIFETIME WARRANTY

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

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™]¹

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® 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 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

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^{®2}. 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 Dura-Seal™ 3-tab shingles are only allowed as hip and ridge shingles when the field shingles are Dura-Seal™.

² RS Means®, a product line of Reed Construction Data, is North America’s leading supplier of construction cost 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 x 12 months/yr.] minus 144 [12 years shingles were on the roof x 12 months/yr.] = 276 months
- D = length of the term = 420 months
- **Prorated warranty value:** $[A \times B \times C] \div D = [40 \times 90 \times 276] \div 420 = \$2,365.71$

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 <small>[NOT PRIMARY RESIDENCE]</small>	WIND MPH [KPH]	ENHANCED WIND‡ [KPH]	RIGHT START™ PERIOD	DOLLAR LIMIT/SQ	REDUCTION PER MONTH*
3-TAB SHINGLES							
Dura-Seal™	300 Months	25 years	60 [97]	70 [113]	7 years	\$60	1/300
Dura-Seal™ AR	300 Months	25 years	60 [97]	70 [113]	7 years	\$65	1/300
The Alaskan® <small>SealGuard</small>	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 <small>[oxidized]</small>	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® <small>SealGuard</small>	Lifetime	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Legacy® XL <small>SealGuard</small>	Lifetime	50 years	110 [177]	130 [209]	15 years	\$100	1/600
Ecoasis™ Premium <small>SealGuard</small>	Lifetime	50 years	110 [177]	130 [209]	15 years	\$160	1/600
DESIGNER SHINGLES							
Windsor® <small>SealGuard</small>	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600
Windsor® XL <small>SealGuard</small>	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™ <small>SealGuard</small>	Lifetime	50 years	110 [177]	140 [225]	15 years	\$200	1/600

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

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., Dura-Seal™ AR), 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 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 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™]³

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 shingles⁴ [EZ-Ridge™ or RidgeFlex™] featuring Scotchgard™ Protector from 3M⁵.

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 warranted 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 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.

³ Dura-Seal™ shingles used for hip and ridge will qualify for Enhanced Wind Warranty coverage only when Dura-Seal™ is the field shingle.

⁴ Dura-Seal™ AR shingles used for hip and ridge will satisfy the requirements of algae resistance coverage only when Dura-Seal™ AR is the field shingle.

⁵ Scotchgard™ and 3M™ are trademarks of the 3M Company.

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. "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's Warranty Services Department [see the CLAIMS PROCEDURE section] 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.



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 this code, 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.

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

Mailing Address:

P.O. Box 17217, Portland, OR 97217
O: 503.283.1191 | 800.545.1191 | F: 503.289.7644
www.MalarkeyRoofing.com

Rev. 06/20





Thank you for choosing
MALARKEY ROOFING PRODUCTS®
to protect your home.



SECURE START[®] HT

LIMITED LIFETIME WARRANTY

Thank you for your purchase of Malarkey Roofing Products[®] (Malarkey) **Secure Start[®] HT** underlayment. Malarkey offers a LIMITED LIFETIME WARRANTY to you, the original owner (not the contractor or builder), against manufacturing defects that adversely affect the performance of the product and cause leaks attributable to the Secure Start[®] HT.

“Lifetime” coverage is subject to the conditions and limitations listed below and is in effect as long as you, the original owner, maintain as your primary residence, the property where Secure Start[®] HT was installed¹.

When applied as part of a complete roofing system, Secure Start[®] HT carries a LIMITED LIFETIME WARRANTY as the underlayment under the primary roof covering². The roofing system must be applied by a state-licensed roofing contractor, and installation must follow all applicable building code requirements, established industry standards, and Malarkey’s or the primary roofing manufacturer’s published installation instructions. Any difference in installation instructions between Malarkey and the primary roofing manufacturer’s instructions must be approved by Malarkey.

For any portion of the Malarkey underlayment that does not perform as stated above, after inspection by Malarkey’s authorized representative and a positive determination of material defect, Malarkey will either reimburse the original purchase price or provide replacement materials of equal quality and value. Malarkey reserves the right to repair or replace Secure Start[®] HT instead of reimbursing the owner for the underlayment. The remedy under this warranty is available only for that portion of your Malarkey underlayment exhibiting defects. The replacement Malarkey underlayment, as well as any remaining original Malarkey underlayment, will be warranted only for the remainder of the original warranty period.

For a Malarkey underlayment installed more than 10 years, replacement shall be prorated based upon the number of months the underlayment has been installed on the roof.

¹ Should this situation change and the property no longer the owner’s primary residence, the terms of the warranty will revert to terms in our 10-Year Limited Warranty and prorated based upon the amount of time Secure Start[®] HT has been on the roof.

² A LIMITED LIFETIME WARRANTY is also available when Secure Start[®] HT is installed with a qualified selection of Malarkey composition shingles. Please see our *Shingle & Accessory Warranty* at WWW.MALARKEYROOFING.COM/warranty-center for details.

TRANSFERABILITY

This warranty is not TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.

EXCLUSIONS

This warranty covers only manufacturing defects in Malarkey products which result in leaks. This warranty covers Secure Start[®] HT sold and installed in the U.S. and Canada. It does not cover other products such as roof covering, flashing and metal work or damage to products attributable in whole or in part to other causes including, but not limited to:

1. Improper installation not in accordance with Malarkey installation instructions, the instructions of the primary roof covering manufacturer, building code and local amendments, and established industry standards and practices
2. Leaks caused by the application of fasteners, including installation of the primary roof covering and rooftop appurtenances
3. Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards
4. Improper storage or handling
5. Inordinate traffic on or over the roof prior to application of the primary roof covering
6. Exposure to the weather if uncovered for more than six (6) months prior to application of the primary roof covering
7. Defects in, or failure of the primary roof covering, flashing or metal work, under which Malarkey products are applied
8. Equipment installations, structural changes or other alterations to the roof after application of Malarkey products, including painting or the application of cleaning solutions, coatings or other modifications
9. Settlement or distortion, failure or cracking of the roof decks, walls or foundation of the building
10. Impacts of foreign objects
11. Violent or unusual weather conditions such as tornadoes, hailstorms, high winds, floods and other extreme forces of nature, Acts of God, etc.
12. Fire, acts of vandalism, and other, similar occurrences
13. Replacement of the original roof covering
14. Any costs you incur which are not authorized in advance by Malarkey

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 the owner to send us, at their expense, photographs and/or samples of the underlayment for testing.
4. After verification the underlayment is 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.

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 underlayment installation, complete the online *Secure Start® HT Limited Lifetime Warranty* registration form by scanning the code below, or visiting: WWW.MALARKEYROOFING.COM/warranty-center.



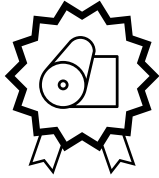
The owner should retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.

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



P.O. Box 17217, Portland, OR 97217 USA
 503.283.1191 | 800.545.1191 | Fax: 503.289.7644
WWW.MALARKEYROOFING.COM

Rev. 06/20



Concrete and Clay Tile Underlayment Warranty



Thank you for your purchase of Malarkey Roofing Products® (Malarkey) underlayments for your tile roof. Malarkey warrants to you, the original owner (not the contractor or builder), that the Malarkey products used on your roof will be free from manufacturing defects that cause leaks for the warranty terms listed in Table 1. The underlayment must be installed by a state-licensed roofing contractor who is a Tile Roofing Institute (TRI) Certified Installer (Approved Contractor), and installation must follow all applicable building code requirements, and TRI and Malarkey installation instructions.

For any portion of the Malarkey underlayment that does not perform as stated above, after inspection by Malarkey's authorized representative and a positive determination of material defect, Malarkey will pay the cost of either repairing or replacing your Malarkey underlayment as follows: If your Malarkey underlayment has been applied for less than 10 years, Malarkey will pay the full reasonable cost to repair or replace any of the defective underlayment, including labor to re-install the Malarkey underlayment, including tear-off, disposal, and other related work. **Malarkey reserves the right to arrange directly for your Malarkey underlayment to be repaired or replaced instead of reimbursing you for such work.** The remedy under this warranty is available only for that portion of your Malarkey underlayment actually exhibiting defects at the time of settlement. The replacement Malarkey underlayment, as well as any remaining original Malarkey underlayment, will be warranted only for the remainder of the original warranty period.

For a Malarkey underlayment system installed more than 10 years, the replacement shall be prorated based upon the number of months the underlayment has been installed on the roof.

EXCLUSIONS

This warranty covers manufacturing defects in Malarkey products which result in leaks. See Table 1 for warranted products sold and installed in the U.S. and Canada. Warranty does not cover other products such as roof covering, flashing and metal work, or damage to products attributable in whole or in part to other causes including, but not limited to:

1. Improper installation not in accordance with TRI, Malarkey roofing specifications/application instructions, building code and local amendments, and approved roofing practices; includes failure to install *counter batten systems* when battens are specified
2. Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards
3. Improper storage or handling
4. Traffic on or over the roof
5. Defects in, or failure of flashing or metal work, or the primary roof covering under which Malarkey products are applied
6. Damage due to cracked or broken tiles, or as a result of improper construction practices
7. Equipment installations, structural changes or other alterations to the roof after application of Malarkey products, including painting or the application of cleaning solutions, coatings, or other modifications
8. Settlement or distortion, failure or cracking of the roof decks, walls, or foundation of the building
9. Impacts of foreign objects
10. Violent or unusual weather conditions such as floods and other forces of nature
11. Fire, acts of vandalism, and other, similar occurrences
12. Replacement of the original roof covering or underlayment
13. Any costs you incur which are not authorized in advance by Malarkey

TABLE 1: WARRANTIED TILE UNDERLAYMENT SYSTEMS

PRODUCT(S)	SLOPE REQUIREMENT	WARRANTY TERM	REDUCTION PER MONTH ¹
• Right Start™ UDL - 1 Layer	4:12 or higher	10 years	N/A
• Arctic Seal® or Secure Start® HT - 1 Layer	4:12 or higher	15 years	1/180
• Right Start™ UDL - 2 Layers	4:12 or higher	20 years	1/240
• Paragon® CHROMA Cap - 1 Layer	2½:12 or higher	15 years	1/180
• Right Start™ UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 Layer			
• Right Start™ UDL - 1 Layer + Paragon® CHROMA Cap - 1 Layer	2½:12 or higher	20 years	1/240
• Arctic Seal® - 2 Layers			
• Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer			
• OmniSeal™ Base/Ply + OmniSeal™ Cap	2½:12 or higher	25 years	1/300
• OmniSeal™ Base/Ply + OmniSeal™ Cap FR	2½:12 or higher	30 years	1/360

¹Reduction applicable after the first 10 years of installation.

This warranty will not be valid until the owner of the roof completes and submits the online activation form. Please go to WWW.MALARKEYROOFING.COM and complete the online Clay and Concrete Tile Underlayment Warranty under “Warranties” (found in either the “Residential” or “Commercial” section). Warranty registration must be received by Malarkey within thirty (30) days of installation. Failure to comply with this condition shall void all warranties, express or implied, and the product shall be sold as is and without warranty.

An email confirmation of submission of your warranty will be sent. However, the owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey as validation of their claim.

TRANSFERABILITY

The warranty may be transferred once within the first five years of the warranty, but only by the original property owner to the first subsequent owner, after notification to Malarkey within thirty (30) days of the transfer of property. If the transfer occurs within this transfer period, the second owner is entitled to the remaining balance of warranty coverage. If the transfer occurs after the transfer period, the warranty to the subsequent owner will be limited to one year from the date of the real estate title transfer.

To transfer the warranty, the current holder of the warranty must complete the online warranty transfer form found on WWW.MALARKEYROOFING.COM or contact Malarkey’s Warranty Department (see Claims Procedure) in writing within thirty (30) days from the date the title of the property changed. The following information must be provided:

1. The name and address of the current holder of the warranty
2. The date of the original completed installation
3. Proof of purchase
4. The address where the warrantied underlayment(s) are installed
5. The name and address of the new owner, and
6. 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.

CLAIMS PROCEDURE

1. The Approved Contractor should be contacted if there is a suspected problem with the underlayment. If the Approved Contractor believes the underlayment may be at fault, Malarkey should be notified within 30 days of discovery and prior to any repairs being made to the roof. The claim should be accompanied by the proof of purchase.
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. After verification the product(s) are defective, Malarkey will perform its obligations under this warranty within forty-five (45) days of receipt of notice, unless performance is delayed by causes beyond Malarkey’s control. Any cost in excess of the prorated adjustment will be the owner’s responsibility.

4. Contact Malarkey’s Warranty Department by phone at (800) 545-1191, 8:00 a.m. to 4:00 p.m. Pacific Time, or email warranty@malarkeyroofing.com.

Shipments of notices or packages may be sent to:

**Warranty Department
Malarkey Roofing Products
3131 N. Columbia Blvd.
Portland, OR 97217**

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 FIRST BE 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.



P.O. Box 17217, Portland, OR 97217 USA
503.283.1191 | 800.545.1191 | Fax: 503.289.7644

WWW.MALARKEYROOFING.COM Rev. 05/21

Thank you again for choosing the Malarkey Roofing Products® underlayment system for your recent roofing project.

- If you choose to register your underlayment installation, complete the online Concrete and Clay Tile Underlayment Warranty Form at: WWW.MALARKEYROOFING.COM (found in "Warranties" in the "Residential" or "Commercial" sections).

Or fill out the attached Warranty form and send registered mail to:

Malarkey Roofing Products
P.O. Box 17217
Portland, OR, 97217

Retain a copy for your records.

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

Rev. 05/21

WARRANTY REGISTRATION FORM

PLEASE PRINT OR TYPE

Installation Date: _____

Building Owner Name: _____ Phone: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Owner e-mail: _____

Project Name: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

PRIMARY ROOF COVERING:		
<input type="checkbox"/> Clay Tile	<input type="checkbox"/> Concrete Tile	<input type="checkbox"/> OTHER: _____
Number of Squares: _____		Roof Slope: _____

Installer Contact Name: _____ Phone: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Installer Company Name: _____ Phone: _____

State License Number: _____

MALARKEY UNDERLAYMENT(S) INSTALLED <small>(please check one)</small>	
UNDERLAYMENT SYSTEMS	
<input type="checkbox"/> Right Start™ UDL - 1 Layer	<input type="checkbox"/> Arctic Seal® - 2 Layers
<input type="checkbox"/> Right Start™ UDL - 2 Layers	<input type="checkbox"/> Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer
<input type="checkbox"/> Right Start™ UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 layer	<input type="checkbox"/> Paragon® CHROMA Cap - 1 Layer
<input type="checkbox"/> Right Start™ UDL - 1 Layer + Paragon® CHROMA Cap - 1 layer	<input type="checkbox"/> OmniSeal™ Base/Ply + OmniSeal™ Cap
<input type="checkbox"/> Arctic Seal® or Secure Start® HT - 1 Layer	<input type="checkbox"/> OmniSeal™ Base/Ply + OmniSeal™ Cap FR

PRIMARY ROOF COVERING:		
<input type="checkbox"/> Clay Tile	<input type="checkbox"/> Concrete Tile	<input type="checkbox"/> OTHER: _____
Number of Squares: _____		Roof Slope: _____

Installer Contact Name: _____ Phone: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Installer Company Name: _____ Phone: _____

State License Number: _____

MALARKEY UNDERLAYMENT(S) INSTALLED <small>(please check one)</small>	
UNDERLAYMENT SYSTEMS	
<input type="checkbox"/> Right Start™ UDL - 1 Layer	<input type="checkbox"/> Arctic Seal® - 2 Layers
<input type="checkbox"/> Right Start™ UDL - 2 Layers	<input type="checkbox"/> Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer
<input type="checkbox"/> Right Start™ UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 layer	<input type="checkbox"/> Paragon® CHROMA Cap - 1 Layer
<input type="checkbox"/> Right Start™ UDL - 1 Layer + Paragon® CHROMA Cap - 1 layer	<input type="checkbox"/> OmniSeal™ Base/Ply + OmniSeal™ Cap
<input type="checkbox"/> Arctic Seal® or Secure Start® HT - 1 Layer	<input type="checkbox"/> OmniSeal™ Base/Ply + OmniSeal™ Cap FR



10-Year Limited Warranty



Subject to the conditions and limitations set forth below, Malarkey Roofing Products (Malarkey) warrants to the owner of the Malarkey products named below that such products are free from actual manufacturing defects and will remain serviceable under normal conditions of intended use for ten (10) years from the date of completion of their proper application.

In the event any such Malarkey Roofing Products are shown to have actual manufacturing defects that cause leaks, Malarkey, at its sole election, shall either (a) replace such materials; or (b) repair any water leaks up to the maximum liability described below; or (c) provide a refund up to the maximum liability described below. The maximum liability for cost of repairs or for any refund shall be as follows: During the first year following completion of application, the maximum liability shall be equal to the original cost of the defective Malarkey Roofing Products, excluding installation costs or costs of flashings, metal work or other materials supplied or manufactured by others. After the first full year, and during each subsequent year, the maximum liability shall be equal to the original cost of the defective Malarkey Roofing Products, excluding the items described in the preceding sentence, multiplied by the number of full years of the warranty period remaining and divided by ten (10). In any event claimed, all costs previously incurred by Malarkey for repair or replacement of Malarkey Roofing Products or for any refund under this warranty shall be deducted in determining the maximum liability.

In the event that Malarkey elects not to replace any defective Malarkey Roofing Products, or provide repair, or repairs are not commercially practicable or cannot be timely made, Malarkey shall have the right to elect to refund the owner an amount equal to the maximum liability as determined in accordance with the preceding paragraph.

In order to obtain any remedy under this limited warranty, the owner must notify Malarkey of any defect within 72 hours following owner's first discovery of such defect, the owner must confirm such notice in writing and the written notice must be received by Malarkey within ten (10) days of the date of discovery. The owner shall submit with such notice proof of date of purchase and completion of proper application in order to provide Malarkey an opportunity to investigate the claim and examine the materials claimed to be defective. All notices shall be given to Malarkey Roofing Products, P.O. Box 17217, Portland, Oregon 97217. After receipt of written notice, including all of the required information described above, Malarkey shall then inspect the claimed defect before determining whether it will replace, repair or refund. The owner's failure to give notice as required in this paragraph or to permit inspection or sampling of the Malarkey Roofing Products shall constitute a waiver by the owner of all warranty claims. Malarkey reserves the right to discontinue or modify any of its products and shall not be liable to the owner as a result of any such discontinuance or modification.

LIMITATIONS

Malarkey shall have no liability under this warranty for:

1. Defects or failure of, or damage caused by, materials used as roofing base over which the Malarkey roofing products are applied.
2. Damage to the roof caused by settlement, distortion, ponding water, failure or cracking of the roof deck, walls or foundation of the building.
3. Damage caused by traffic upon, or storage of materials upon the roof.

4. Damage caused by any severe weather, including but not limited to lightning, tornado, hail, flood, earthquake, or wind storms.
5. Damage caused by fire, explosion, earthquake, chemicals, solid objects falling on the roof, radiation, or any other cause except ordinary wear and tear of the elements.
6. Defects, damage to, or failure of flashing, metal work, or other material furnished by others.
7. Defects or failure caused by improper installation not in accordance with Malarkey's roofing specifications, application instructions, building code and local amendments, and approved roofing practices.
8. Improper ventilation.
9. Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products.
10. Ponding Water.
11. Damage to the roof due to any causes other than inherent manufacturing defects in the Malarkey roofing materials.

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.

This warranty is enforceable only by the original owner named below and is not transferable to any subsequent owner of this structure on which the product is placed or to any other person.

This warranty will not be valid until the owner of the roof completes the attached selection and activation form and returns it to Malarkey at the address specified below. The product warranty may also be activated online. Please go to WWW.MALARKEYROOFING.COM and complete the online 10-Year Limited Warranty under "Warranties" (found in either the "Residential" or "Commercial" section). Warranty registration must be received by Malarkey within thirty (30) days of installation. Failure to comply with this condition shall void all warranties, express or implied, and the product shall be sold as is and without warranty.

The owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey for validation of their claim.

Rev. 05/21

Thank you again for choosing Malarkey Roofing Products® for your recent roofing project.

Or fill out the attached Warranty form and send registered mail to:

- ▶ If you choose to register your roofing installation, complete the online 10-Year Warranty Form at: **WWW.MALARKEYROOFING.COM** (found in “Warranties” in the “Residential” or “Commercial” sections).

Malarkey Roofing Products, P.O. Box 17217, Portland, OR, 97217.

Retain a copy for your records.

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

10-YEAR WARRANTY REGISTRATION FORM

PLEASE PRINT OR TYPE

Please fill out, detach, and send registered mail to:
Malarkey Roofing Products
P.O. Box 17217, Portland, OR 97217

Warranty Period Begins on Installation
Completion Date: _____

Building Owner: _____ Owner e-mail: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Project Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Number of squares: _____ System Spec (if available): _____ Roofing Contractor: _____

Address: _____ City: _____ State/Prov.: _____ ZIP/PC: _____

Contractor e-mail: _____ Additional e-mail: _____

MALARKEY PRODUCT INSTALLED

STEEP SLOPE		LOW SLOPE	
UNDERLAYMENT	HIP AND RIDGE	BASE SHEET	CAP SHEET
<input type="checkbox"/> Right Start™ UDL <input type="checkbox"/> 401 Arctic Seal® <input type="checkbox"/> 1030 Secure Start® SG Synthetic <input type="checkbox"/> 1031 Secure Start® Plus Synthetic <input type="checkbox"/> 1035 Secure Start® Permeable Synthetic	<input type="checkbox"/> 222 EZ-Ridge™ <small>ScalSeal</small> <input type="checkbox"/> 224 EZ-Ridge™ XT <small>ScalSeal</small> <input type="checkbox"/> 225 10" RidgeFlex™ <small>ScalSeal</small> <input type="checkbox"/> 227 12" RidgeFlex™ <small>ScalSeal</small>	<input type="checkbox"/> 410 OmniSeal™ Base <input type="checkbox"/> 501 Paragon® MOD Base <input type="checkbox"/> 515 Pano™ Base <input type="checkbox"/> 602 Paragon® ULTRA Base <input type="checkbox"/> 610 Paragon® ULTRA SA Base <input type="checkbox"/> 620 Paragon® ULTRA TG Base	<input type="checkbox"/> 350 Paragon® CHROMA Cap <input type="checkbox"/> 430 OmniSeal™ Cap <input type="checkbox"/> 436 OmniSeal™ Cap FR <input type="checkbox"/> 502 Pano™ Cap <input type="checkbox"/> 524G RCap™ Plus <input type="checkbox"/> 601 Paragon® MOD Cap <input type="checkbox"/> 625 Paragon® ULTRA Cap <input type="checkbox"/> 626G Paragon® RCap™ <input type="checkbox"/> 630 Paragon® ULTRA TG Cap
	STARTER	PLY SHEET	EZ SEAL™ <input type="checkbox"/> EZ Seal™ Fluid Flashing
	<input type="checkbox"/> 210 Smart Start™	<input type="checkbox"/> 420 OmniSeal™ Ply <input type="checkbox"/> 500 Pano™ Ply 4 <input type="checkbox"/> 506 Pano™ Ply 6	

Rev. 05/21

Please fill-out this form and save for your records.

Warranty Period Begins on Installation
Completion Date: _____

Number of squares: _____ System Spec (if available): _____

Roofing Contractor: _____ Contractor e-mail: _____

MALARKEY PRODUCT INSTALLED

STEEP SLOPE		LOW SLOPE	
UNDERLAYMENT	HIP AND RIDGE	BASE SHEET	CAP SHEET
<input type="checkbox"/> Right Start™ UDL <input type="checkbox"/> 401 Arctic Seal® <input type="checkbox"/> 1030 Secure Start® SG Synthetic <input type="checkbox"/> 1031 Secure Start® Plus Synthetic <input type="checkbox"/> 1035 Secure Start® Permeable Synthetic	<input type="checkbox"/> 222 EZ-Ridge™ <small>ScalSeal</small> <input type="checkbox"/> 224 EZ-Ridge™ XT <small>ScalSeal</small> <input type="checkbox"/> 225 10" RidgeFlex™ <small>ScalSeal</small> <input type="checkbox"/> 227 12" RidgeFlex™ <small>ScalSeal</small>	<input type="checkbox"/> 410 OmniSeal™ Base <input type="checkbox"/> 501 Paragon® MOD Base <input type="checkbox"/> 515 Pano™ Base <input type="checkbox"/> 602 Paragon® ULTRA Base <input type="checkbox"/> 610 Paragon® ULTRA SA Base <input type="checkbox"/> 620 Paragon® ULTRA TG Base	<input type="checkbox"/> 350 Paragon® CHROMA Cap <input type="checkbox"/> 430 OmniSeal™ Cap <input type="checkbox"/> 436 OmniSeal™ Cap FR <input type="checkbox"/> 502 Pano™ Cap <input type="checkbox"/> 524G RCap™ Plus <input type="checkbox"/> 601 Paragon® MOD Cap <input type="checkbox"/> 625 Paragon® ULTRA Cap <input type="checkbox"/> 626G Paragon® RCap™ <input type="checkbox"/> 630 Paragon® ULTRA TG Cap
	STARTER	PLY SHEET	EZ SEAL™ <input type="checkbox"/> EZ Seal™ Fluid Flashing
	<input type="checkbox"/> 210 Smart Start™	<input type="checkbox"/> 420 OmniSeal™ Ply <input type="checkbox"/> 500 Pano™ Ply 4 <input type="checkbox"/> 506 Pano™ Ply 6	

Rev. 05/21

6.5 SAMPLE WARRANTIES, FORMS AND APPLICATIONS



LIMITED SYSTEMS WARRANTY

Subject to the conditions and limitations set forth below, Malarkey Roofing Products® [Malarkey] warrants to the owner of the Malarkey products registered that such products are free from actual manufacturing defects and will remain serviceable under normal conditions of intended use from the date of proper installation to the end of the warranty period.

In the event any such Malarkey roofing products are shown to have actual manufacturing defects that cause leaks, Malarkey, at its sole election, shall either: [a] replace such materials; or [b] repair any water leaks up to the maximum liability described below; or [c] provide a refund up to the maximum liability described below. The maximum liability for cost of repairs or any refund shall be as follows: During the first year following completion of application, the maximum liability shall be equal to the original cost of the defective Malarkey roofing products, excluding installation costs or costs of flashings, metal work or other materials supplied or manufactured by others. After the first full year, and during each subsequent year, the maximum liability shall be equal to the original cost of the defective Malarkey roofing products, excluding the items described in the preceding sentence, multiplied by the number of remaining years in the warranty period, then divided by the total years in the warranty. In any event claimed, all costs previously incurred by Malarkey for repair or replacement of Malarkey roofing products or for any refund under this warranty shall be deducted in determining the maximum liability.

In the event Malarkey elects not to replace any defective Malarkey roofing products or provide repair, or repairs are not commercially practicable or cannot be timely made, Malarkey shall have the right to elect to refund the owner an amount equal to the maximum liability as determined in accordance with the preceding paragraph.

In order to obtain any remedy under this limited warranty, the owner must notify Malarkey of any defect within 72 hours following owner's first discovery of such defect and confirm such notice in writing. The written notice must be received by Malarkey within ten (10) days of discovery. The owner shall submit with such notice, proof of date of purchase, and completion of proper application in order to provide Malarkey an opportunity to investigate the claim and examine materials claimed to be defective. All notices shall be sent to Malarkey Roofing Products, P.O. Box 17217, Portland, OR 97217. After receipt of written notice, including all of the required information described above, Malarkey shall then inspect the claimed defect before determining whether it will replace, repair, or refund. The owner's failure to give notice as required or permit inspection or sampling of the Malarkey roofing products shall constitute a waiver by the owner of all warranty claims. Malarkey reserves the right to discontinue or modify any of its products and shall not be liable to the owner as a result of any discontinuance or modification.

LIMITATIONS

Malarkey shall have no liability under this warranty for:

1. Defects or failure of, or damage caused by, materials used as a roofing base over which Malarkey roofing products are applied.
2. Damage to the roof caused by settlement, distortion, failure or cracking of the roof deck, walls, or foundation of the building.
3. Damage caused by traffic or storage of materials on the roof.
4. Damage caused by severe weather, including but not limited to lightning, tornado, hail, flood, earthquake, or windstorms.
5. Damage caused by fire, explosion, chemicals, solid objects falling on the roof, radiation, or any cause other than ordinary wear and tear.
6. Defects, damage to, or failure of flashing, metal work, or other material furnished by others.
7. Defects or failure caused by improper installation not in accordance with Malarkey's roofing specifications, application instructions, building code and local amendments, and approved roofing practices.
8. Improper ventilation.
9. Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products.
10. Ponding water
11. Damage to the roof due to causes other than inherent manufacturing defects in Malarkey roofing products.

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.

This warranty is enforceable only by the original owner as registered and is not transferable to any subsequent owner of this structure on which the product is placed or to any other person.

This warranty will not be valid until the owner of the roof registers their warranty. Warranty registration must be received by Malarkey within thirty (30) days of installation. Failure to comply with this

condition shall void all warranties, express or implied, and the product(s) shall be sold as is and without warranty.

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

CHOICE OF LOW SLOPE ROOFING SYSTEMS

10-YEAR SYSTEMS

401 + 430 or 436

12-YEAR SYSTEMS

410 + 430

410 + 436

15-YEAR SYSTEMS

420 + 430

17-YEAR SYSTEMS

410 + 420 + 436

410 + 420 + 430

420 + 436

420 + 420 + 430

20-YEAR SYSTEMS

610 + 630 or 626G

620 + 630 or 626G

610 + 436

420 + 420 + 436

410 + 610 + 436

SYSTEMS KEY

BASE/PLY SHEETS	CAP SHEETS
401 Arctic Seal®	430 OmniSeal™ Cap
410 OmniSeal™ Base	436 OmniSeal™ Cap FR
420 OmniSeal™ Ply	626G Paragon® RCap™
610 Paragon® ULTRA SA Base	630 Paragon® ULTRA TG Cap
620 Paragon® ULTRA TG Base	

Install systems per manufacturer's installation instructions.

LIMITED SYSTEMS WARRANTY REGISTRATION



To register your warranty, complete the online Limited Systems Warranty Registration Form by scanning this code, or visiting:

WWW.MALARKEYROOFING.COM/WARRANTIES

and selecting the link to the Limited Systems Warranty.

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

Mailing Address:

P.O. Box 17217, Portland, OR 97217

O: 503.283.1191 | 800.545.1191 | F: 503.289.7644

www.MalarkeyRoofing.com

Rev. 09/21

Thank you for choosing
MALARKEY ROOFING PRODUCTS®



EMERALD PRO WARRANTY

CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL WARRANTY

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent roofing project. Our **Emerald Pro Warranty** (the Warranty) is available exclusively through Malarkey's *Certified Residential Contractor Program* and offers customers an enhanced roofing system warranty backed by quality Malarkey products.

An eligible *Secure Choice™ Roofing System* (SCRS) consists of Malarkey shingles (see Table 1 for a complete list) and three (3) or more Malarkey accessory products, and shall be installed by a Malarkey *Emerald Pro Certified Residential Contractor* (CRC) using our latest published installation instructions and adopted building code requirements.

THE EMERALD PRO WARRANTY: WHO AND WHAT IS COVERED

Two distinct types of *housing* are covered under the Warranty:

• Single Family, Detached Residences

A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against *manufacturing defects* that adversely affect performance of the roofing system. 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 remains in effect as long as the original owner or eligible subsequent owner *maintains as their primary residence*, the house where the Malarkey SCRS was installed.

• Other Structures

Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner(s) as their primary residence, duplexes, townhouses, apartment buildings, condominiums, and professional buildings, such as churches, hospitals, and schools. These structures are covered against manufacturing defects for twenty to fifty (20 to 50) years based on the product listed in Table 1.

Note: A *one-time* transfer of the warranty to a second owner is allowed under the program (e.g., following the sale of the house or building). See the *Transferability* section for more information.

Malarkey Roofing Products® and related warranties stand with any in the industry. The warranty coverage includes:

- **A Right Start™ Period:** Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle's warranty period (see Table 1 below) includes a *non-prorated* Right Start™ Period that states:

If any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, Malarkey will either repair, replace, or pay for installation of replacement materials as necessary. The costs for tear-off and disposal of some or all of the Malarkey roofing products are included if necessary to repair your roof.

Coverage Beyond the Right Start™ Period: Once the Right Start™ Period has passed for *Single Family* structures, if any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those components are prorated and retain 20% of their original value.

The Right Start™ Period for *Other Structures*¹ is split with the first twenty (20) years being non-prorated and the remainder of the warranty period, prorated. The prorated value is determined by a certain percentage based on the remaining number of months in their warranty (see Table 1, last column).

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.

SYSTEM REQUIREMENTS

The Emerald Pro Warranty requires Malarkey shingles as well as three (3) or more Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

STARTER SHINGLES	UNDERLAYMENT	ICE AND WATER PROTECTION*	HIP AND RIDGE SHINGLES*
Smart Start™	Right Start™ UDL	Arctic Seal®	10" RidgeFlex™
Windsor® Starter	Secure Start® Synthetic line	Secure Start® HT	12" RidgeFlex™
	Arctic Seal® (full deck coverage)		EZ-Ridge™
	Secure Start® HT (full deck coverage)		EZ-Ridge™ XT

*Required when required by code or when ice and water is used in the roofing system.

*Some contractors adapt roofing shingles to use as hip and ridge shingles. Dura-Seal™ shingles used for hip and ridge will qualify toward the Warranty but only when Dura-Seal™ is also the field shingle.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD (SINGLE FAMILY)	WARRANTY PERIOD (OTHER STRUCTURES)	RIGHT START™ WARRANTY PERIOD (SINGLE FAMILY)	ENHANCED WIND WARRANTY COVERAGE MPH (KPH)	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	DOLLAR LIMIT/SQ.	PRORATED REDUCTION PER MONTH
3-TAB SHINGLES								
Dura-Seal™	30 years	20 years	10 years	80 (130)	10 years	N/A	\$60	1/360
Dura-Seal™ AR	30 years	20 years	10 years	80 (130)	10 years	10 years	\$65	1/360
LAMINATE SHINGLES								
Highlander® NEX®	Lifetime	40 years	20 years	130 (209)	12 years	N/A	\$75	1/480
Highlander® NEX® AR	Lifetime	40 years	20 years	130 (209)	12 years	10 years	\$75	1/480
Ecoasis™ NEX®	Lifetime	40 years	20 years	130 (209)	12 years	N/A	\$90	1/480
Vista®	Lifetime	45 years	20 years	130 (209)	12 years	N/A	\$85	1/540
Vista® AR	Lifetime	45 years	20 years	130 (209)	12 years	12 years	\$85	1/540
Legacy®	Lifetime	50 years	20 years	130 (209)	15 years	N/A	\$95	1/600
Legacy® <small>Scotchgard</small>	Lifetime	50 years	20 years	130 (209)	15 years	Lifetime	\$100	1/600
Ecoasis™ Premium <small>Scotchgard</small>	Lifetime	50 years	20 years	130 (209)	15 years	Lifetime	\$110	1/600
DESIGNER SHINGLES								
Windsor® <small>Scotchgard</small>	Lifetime	50 years	25 years	140 (225)	18 years	Lifetime	\$200	1/600

1. The Right Start™ Period for Other Structures with Dura-Seal™ shingles is split with the first ten (10) years non-prorated and the remainder, prorated.

WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Emerald Pro Certified Residential Contractors are covered against loss from wind damage for 10 to 18 years, depending on the product.

Where required by adopted building code or local amendments, the SCRS shall be installed with additional requirements, instructions that stipulate:

- Each shingle, including starter shingles, be fastened with six (6) nails [nine (9) nails for designer Windsor® products].

Note: 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. Malarkey's maximum liability under wind warranties is, at its option, to either repair or replace blown-off shingles (including materials and labor) or be allowed the opportunity to hand-seal (or have hand-sealed) the shingles at our expense.

ALGAE RESISTANCE COVERAGE

The Emerald Pro Warranty offers **two levels of coverage** against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp):

SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™ ² . (In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.)	MALARKEY SHINGLES THAT FEATURE ALGAE RESISTANT (AR) PROTECTION (Shingles with "AR" next to their name in Table 1)
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime</i> coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten (10) or twelve (12) years of coverage (depending on the shingle), subject to the conditions and limitations listed below.
COVERAGE	For the first twenty (20) years from the date of installation, for those shingles that exhibit discoloration due to algae, we will cover the cost, including labor (as reasonably determined by Malarkey), to repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For the first five (5) years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is prorated, based on the number of months elapsed in the warranty period.	After five (5) years, Malarkey's maximum payment will be prorated, the value determined by a certain percentage based on the remaining number of months in the warranty.
REQUIREMENTS	Malarkey shingle systems with Scotchgard™ Protector also require hip and ridge shingles with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.	Malarkey AR shingles also require hip and ridge shingles ³ with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.
MAXIMUM LIABILITY	For claims meeting all warranty requirements, 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®.	For claims within the first five years meeting all warranty requirements, 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®. After 5 years, the payment will be prorated until the end of term listed in Table 1, <i>Algae Resistance Coverage</i> . After the warranty period expires, there is no remedy for algae on AR shingles.

LOW SLOPE WARRANTY COVERAGE

For roofs that include low slope, Malarkey OmniSeal™ Roof Systems, up to 10 squares qualify for limited warranty coverage. Specific systems include:

TYPE OF ROOF SYSTEM	MEMBRANES INCLUDED	WARRANTY COVERAGE PERIOD
System A: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap	10 years
System B: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap FR	12 years
System C: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap	12 years
System D: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap FR	12 years
System E: Two-Ply	Paragon® ULTRA SA Base and OmniSeal™ Cap FR	15 years
System F: Three-Ply	OmniSeal™ Base, Paragon® ULTRA SA Base, and OmniSeal™ Cap FR	15 years
System G: Three-Ply	OmniSeal™ Ply, OmniSeal™ Ply, and OmniSeal™ Cap FR	15 years

Warranty coverage begins from the date installation of the membranes is complete.

Rooftop components that are not part of the low slope membrane application, even if installed at the same time, are not covered by this limited warranty. Such components include but are not limited to:

- The underlying roof deck
- Insulation and related fasteners
- Vapor retarders/barriers and related fasteners
- Assorted metal work: flashing, drains, pitch pans, vents, expansion joints, etc.
- Plastic accessories
- Penetrations like skylights and hatches
- Solar photovoltaic panels
- Roof coatings
- Surfacing, ballast of aggregates/gravel

TRANSFERABILITY

The Emerald Pro Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified in writing and a warranty transfer application *completed within sixty (60) days* of real estate transfer or warranty becomes void. Transfer information shall include:

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

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 expires, the balance of the warranty is reduced to the earlier of: (1) a five (5) year period after the date of ownership change; or (2) the expiration of the Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible new owner will be based on the reasonable cost of roofing system replacement, prorated by the duration of use from the original installation date through the date of the claim.

Warranty transfer and payment information can be found online at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR/EMERALD-PRO-TRANSFER or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: emeraldprowarranty@malarkeyroofing.com.

- Some contractors adapt 3-tab shingles to use as hip and ridge shingles. The use of Dura-Seal™ AR for this purpose will satisfy the requirements of algae resistance coverage but only when Dura-Seal™ AR is also the field shingle.

2. Scotchgard, the Scotchgard logo, and 3M are trademarks of the 3M Company.

REQUIRED COMPONENTS, PROCEDURES, AND STANDARDS

- Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Emerald Pro Warranty.
- All work must be completed by a Malarkey Emerald Pro or Premium Certified Residential Contractor and installed according to Malarkey's latest published installation instructions and adopted building code.
- The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
- The roof deck must be an acceptable substrate:
 - Sheathing panels shall meet adopted building code requirements and be at least 3/8" (10 mm) thick, exterior-grade plywood or 7/16" (11 mm) oriented strand board (OSB).
Malarkey strongly recommends installing sheathing when wood board decking is the existing substrate and required when boards are greater than 6" (152 mm) wide. Problems with the performance of your roofing system, such as leaks and buckling, increase if installed directly over wood board decks. Failure to use properly conditioned deck materials can result in deck movement, which can damage the roof covering and may void your warranty.
 - Likewise, sheathing panels should be supported, gapped and securely nailed to all framing members per APA recommendations.
- Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tear-off is required.**
- Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation of the Malarkey roofing system such as deteriorated chimney mortar joints, etc.
- Ventilation must comply with FHA Minimum Property Standards.
- Smart Start™ starter shingles to be applied to both eave and rake edges of the roof.
- Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the CRC, and material supplier, including costs for warranty registration, installation, supplies, etc.
- Warranty registration requires proof of purchase.

EXCLUSIONS

The Emerald Pro Warranty covers only *manufacturing defects* in Malarkey shingles. It includes the Malarkey roofing shingles listed in Table 1 and related accessories 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
- Installation by a contractor other than a *Malarkey Emerald Pro Certified Residential Contractor*
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products
- Inordinate traffic on the roof for any reason (equipment installation, 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 Scotchgard™ or AR shingles as described in the *ALGAE RESISTANCE COVERAGE* 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, hurricanes, tornadoes, hailstorms, winds in excess of Wind Speed Limits (Table 1), or other extreme forces of nature
- Fire, acts of vandalism, and other, similar occurrences

Note: Malarkey continually strives to improve shingle durability and enhance our product line. In support of this, Malarkey reserves the right to discontinue or modify any of its products, including the color blend of shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance. If your shingles are no longer available, Malarkey reserves the right to provide you with substitute shingles comparable in quality, price, and color to your original shingles.

COMPENSATION

Malarkey may, at its sole discretion under this Emerald Pro Warranty, either: (1) issue a combination of cash and/or material credit to an existing supplier of Malarkey roofing materials; or (2) provide replacement materials only. The prorated material costs will be determined by time of use and the original cost of the SCRS at the time of original purchase.

CLAIMS PROCEDURE

- Claims shall be made in writing by certified or registered mail within thirty (30) days of discovery and prior to any permanent repairs (except emergency measures to prevent potential damage to the building or its contents) being made. Include proof of purchase and proof of warranty.
- Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof.
- After verification the roofing materials are defective, Malarkey will perform its obligations under this warranty within forty-five (45) days of receipt of notice, unless performance is delayed by causes beyond Malarkey's control. Any cost in excess of the prorated adjustment if loss is discovered after the Right Start™ Period 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.

This warranty is enforceable only by the original owner named below or the eligible new owner who filed a timely warranty transfer request and received confirmation from Malarkey the transfer was accepted.

This Emerald Pro Warranty will not be valid until the Emerald Pro Certified Residential Contractor who installed the roof completes WARRANTY REGISTRATION online at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR, and the warranty has been accepted by Malarkey Roofing Products.

Upon request, a copy of the warranty and letter of confirmation will be sent to the homeowner. The owner and eligible new owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey should a claim arise.

If you have questions about warranty coverage, contact your roofing contractor, Emerald Pro sales representative, or Malarkey's Warranty Department by phone at (800) 545-1191 or email: emeraldprowarranty@malarkeyroofing.com.

Malarkey's website at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR is another good source of information.

SAMPLE



Attn: Certified Contractor Program
P.O. Box 17217, Portland, OR 97217 USA
503.283.1191 | 800.545.1191
Fax: 503.289.7644

WWW.MALARKEYROOFING.COM

Malarkey warranty is written in English and supersedes all other translations. Rev. 05/21

PLEASE NOTE:

THIS IS A SAMPLE WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM MALARKEY ROOFING WITHIN 45 DAYS, PLEASE CALL 800.545.1191 AND ASK FOR THE WARRANTY SERVICES DEPARTMENT.



EMERALD PREMIUM WARRANTY

CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL AND WORKMANSHIP WARRANTY

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent roofing project. Our **Emerald Premium Warranty** (the Warranty) is available exclusively through Malarkey's *Certified Residential Contractor Program* and offers customers an enhanced roofing system warranty that is a combination *material* warranty and *workmanship* warranty; you get quality Malarkey products and a warranted installation.

An eligible *Secure Choice™ Roofing System* (SCRS) consists entirely of Malarkey shingles (see Table 1 for a complete list) and Malarkey accessory products, and shall be installed by a Malarkey *Emerald Premium Certified Residential Contractor* (CRC) using our latest published installation instructions and adopted building code requirements.

Metal flashings and drip edge metal must also be installed. Step flashing is required at intersecting sidewalls, chimney applications, and other vertical transitions. Counter flashing is required per NRCA guidelines where applicable.

THE EMERALD PREMIUM WARRANTY: WHO & WHAT IS COVERED

Two distinct types of *housing* are covered under the Warranty:

- **Single Family, Detached Residences**
A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against *manufacturing defects* that adversely affect the performance of the roofing system. 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 remains in effect as long as the original owner or eligible subsequent owner *maintains as their primary residence*, the house where the Malarkey SCRS was installed.
- **Other Structures**
Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner(s) as their primary residence, duplexes, townhouses, apartment buildings, condominiums, and professional buildings, such as churches, hospitals, and schools. These structures are covered against manufacturing defects for twenty to fifty (20 to 50) years based on the product listed in Table 1.

Note: A *one-time* transfer of the warranty to a second owner is allowed under the program (e.g., following the sale of the house or building). See the **TRANSFERABILITY** section for more information.

RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle's warranty period (see Table 1 below) includes a *non-prorated* Right Start™ Period that states:

If any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, Malarkey will either repair,

replace or pay for installation of replacement materials as necessary. The costs for tear-off and disposal of some or all the Malarkey roofing products are included if necessary to repair your roof.

Malarkey Roofing Products® and related warranties stand with any in the industry. The warranty coverage includes:

- **A Right Start™ Period:** Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

Coverage Beyond the Right Start™ Period: Once the Right Start™ Period has passed for *Single Family* structures, if any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those components are prorated and retain 20% of their original value.

The Right Start™ Period for *Other Structures*¹ is split with the first twenty (20) years being non-prorated and the remainder of the warranty *Term*, prorated. The prorated value is determined by a certain percentage based on the remaining number of months in their warranty (see Table 1, last column).

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.

CONTRACTOR WORKMANSHIP PERIOD

The Warranty also includes *workmanship coverage* for the period listed in Table 1. Workmanship includes any aspect of the installation found to adversely affect the performance of the SCRS or cause a leak. The Emerald Premium Certified Residential Contractor will warrant the initial five (5) years of installation liability, and Malarkey will cover the balance.

During the *Contractor Workmanship Period*, if any part of the Malarkey SCRS is found to have workmanship defects, Malarkey, at its sole discretion, will arrange to have the roof repaired or re-covered (flashings too, if necessary) and provide a reasonable cost for the labor required to accomplish adequate tear-off, disposal, and replacement.

Malarkey retains the right to fulfill its obligation by providing replacement materials and compensation as defined below, for the reasonable cost of labor and other materials needed to repair or replace your roof, including tear-off and disposal costs.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD (SINGLE FAMILY)	WARRANTY PERIOD (OTHER STRUCTURES)	RIGHT START™ WARRANTY PERIOD	CONTRACTOR WORKMANSHIP PERIOD	ENHANCED WIND WARRANTY COVERAGE MPH (KPH)	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	PRORATED REDUCTION PER MONTH
3-TAB SHINGLES								
Dura-Seal™	30 years	20 years	10 years	15 years	80 (130)	10 years	N/A	1/360
Dura-Seal™ AR	30 years	20 years	10 years	15 years	80 (130)	10 years	10 years	1/360
LAMINATE SHINGLES								
Highlander® NEX®	Lifetime	40 years	40 years	15 years	130 (209)	12 years	N/A	1/480
Highlander® NEX® AR	Lifetime	40 years	40 years	15 years	130 (209)	12 years	10 years	1/480
Ecoasis™ NEX®	Lifetime	40 years	40 years	15 years	130 (209)	12 years	N/A	1/480
Vista®	Lifetime	45 years	45 years	15 years	130 (209)	12 years	N/A	1/540
Vista® AR	Lifetime	45 years	45 years	15 years	130 (209)	12 years	12 years	1/540
Legacy®	Lifetime	50 years	50 years	15 years	130 (209)	15 years	N/A	1/600
Legacy® <small>SmartGuard</small>	Lifetime	50 years	50 years	15 years	130 (209)	15 years	Lifetime	1/600
Ecoasis™ Premium <small>SmartGuard</small>	Lifetime	50 years	50 years	15 years	130 (209)	15 years	Lifetime	1/600
DESIGNER SHINGLES								
Windsor® <small>SmartGuard</small>	Lifetime	50 years	50 years	15 years	140 (225)	18 years	Lifetime	1/600

1. The Right Start™ Period for Other Structures with Dura-Seal™ shingles is split with the first ten (10) years non-prorated and the remainder, prorated.

SYSTEM REQUIREMENTS

The Emerald Premium warranty requires Malarkey shingles as well as Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

STARTER SHINGLES	UNDERLAYMENT	ICE AND WATER PROTECTION*	HIP AND RIDGE SHINGLES*
Smart Start™	Right Start™ UDL	Arctic Seal®	10" RidgeFlex™
Windsor® Starter	Secure Start® Synthetic line	Secure Start® HT	12" RidgeFlex™
	Arctic Seal® (full deck coverage)		EZ-Ridge™
	Secure Start® HT (full deck coverage)		EZ-Ridge™ XT

* Required if code speculates or when ice and water is used in the roofing system.

* Some contractors adapt roofing shingles to use as hip and ridge shingles. Dura-Seal™ shingles used for hip and ridge will qualify toward the Warranty but only when Dura-Seal™ is also the field shingle.

WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Emerald Premium Certified Residential Contractors are also covered against loss from wind damage for 10 to 18 years, depending on the product.

Where required by adopted building code or local amendments, the SCRS shall be installed with additional requirements, instructions that stipulate:

- Each shingle, including starter shingles, be fastened with six (6) nails [nine (9) nails for designer Windsor® products].

Note: 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. Malarkey's maximum liability under wind warranties is, at its option, to either repair or replace blown-off shingles (including materials and labor) or be allowed the opportunity to hand-seal (or have hand-sealed) the shingles at our expense.

ALGAE RESISTANCE COVERAGE

The Emerald Premium Warranty offers **two levels of coverage** against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp):

SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™ ² . (In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.)	MALARKEY SHINGLES THAT FEATURE ALGAE RESISTANT (AR) PROTECTION (Shingles with "AR" next to their name in Table 1)
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime</i> coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten (10) or twelve (12) years of coverage (depending on the shingle), subject to the conditions and limitations listed below.
COVERAGE	For the first twenty (20) years from the date of installation, for those shingles that exhibit discoloration due to algae, we will cover the cost, including labor (as reasonably determined by Malarkey), to repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For the first five (5) years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is <i>prorated</i> , based on the number of months elapsed in the warranty period.	After five (5) years, Malarkey's maximum payment is prorated, the value determined by a certain percentage based on the remaining number of months in the warranty.

REQUIREMENTS

Malarkey shingle systems with Scotchgard™ Protector also require hip and ridge shingles with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.

Malarkey AR shingles also require hip and ridge shingles³ with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.

MAXIMUM LIABILITY

For claims meeting all warranty requirements, 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 cost of the originally installed, affected shingles.

For claims within the first five years meeting all warranty requirements, 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 cost of the originally installed, affected shingles. After five years, the payment will be prorated until the end of term listed in Table 1, *Algae Resistance Coverage*. After the warranty period expires, there is no remedy for algae on AR shingles.

LOW SLOPE WARRANTY COVERAGE

For roofs that include low slope, Malarkey OmniSeal™ Roof Systems, up to 10 squares qualify for limited warranty coverage. Specific systems include:

TYPE OF ROOF SYSTEM	MEMBRANES INCLUDED	WARRANTY COVERAGE PERIOD
System A: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap	15 years
System B: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap FR	17 years
System C: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap	17 years
System D: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap FR	17 years
System E: Two-Ply	Paragon® ULTRA SA Base and OmniSeal™ Cap FR	20 years
System F: Three-Ply	OmniSeal™ Base, Paragon® ULTRA SA Base, and OmniSeal™ Cap FR	20 years
System G: Three-Ply	OmniSeal™ Ply, OmniSeal™ Ply, and OmniSeal™ Cap FR	20 years

Warranty coverage begins from the date installation of the membranes is complete.

Rooftop components that are not part of the low slope membrane application, even if installed at the same time, are not covered by this limited warranty. Such components include but are not limited to:

- The underlying roof deck
- Insulation and related fasteners
- Vapor retarders/barriers and related fasteners
- Assorted metal work: flashing, drains, pitch pans, vents, expansion joints, etc.
- Plastic accessories
- Penetrations like skylights and hatches
- Solar photovoltaic panels
- Roof coatings
- Surfacing, ballast of aggregates/gravel

- Scotchgard, the Scotchgard logo and 3M are trademarks of the 3M Company.
- Some contractors adapt 3-tab shingles to use as hip and ridge shingles. The use of Dura-Seal™ AR for this purpose will satisfy the requirements of algae resistance coverage but only when Dura-Seal™ AR is also the field shingle.

TRANSFERABILITY

The Emerald Premium Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified in writing and a warranty transfer application *completed within sixty (60) days* of real estate transfer or warranty becomes void. Transfer information shall include:

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

If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of Right Start™ Period coverage plus the Contractor Workmanship coverage originally stated in the warranty. 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 expires, the balance of the warranty is reduced to the earlier of: (1) a five (5) year period after the date of ownership change; or (2) the expiration of the Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible new owner will be based on the reasonable cost of roofing system replacement, prorated by the duration of use from the original installation date through the date of the claim.

Warranty transfer and payment information can be found online at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR/EMERALD-PREMIUM-TRANSFER or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: emeraldprowwarranty@malarkeyroofing.com.

REQUIRED COMPONENTS, PROCEDURES AND STANDARDS

1. Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Emerald Premium Warranty.
2. All work must be completed by a Malarkey Emerald Premium *Certified Residential Contractor* and installed according to Malarkey's latest published installation instructions and adopted building code.
3. The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
4. The roof deck must be an acceptable substrate:
 - a. Sheathing panels shall meet adopted building code requirements and be at least 3/8" (10 mm) thick, exterior-grade plywood or 7/16" (11 mm) oriented strand board (OSB).
Malarkey requires the installation of sheathing when wood board decking is the existing substrate. Problems with the performance of your roofing system, such as leaks and buckling, increase if installed directly over wood board decks. Failure to use properly conditioned deck materials can result in deck movement, which can damage the roof covering and may void your warranty.
 - b. Likewise, sheathing panels should be supported, gapped and securely nailed to all framing members per APA recommendations.
 - c. **Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tear-off is required.**
5. Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation of the Malarkey roofing system such as deteriorated chimney mortar joints, etc.
6. Ventilation must comply with FHA Minimum Property Standards.
7. Application of Arctic Seal® self-adhering membrane is required around sheet metal accessory penetrations, flanges, and flashings.
8. Sheet metal flashing, edge metal, and accessories must be installed at roof intersections, vertical transitions to sidewalls, curbs, and chimneys, and around roof openings. *New/like new* flashings and accessories are required to match the projected life cycle of the roof.
9. Smart Start™ starter shingles to be applied to both eave and rake edges of the roof.
10. Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the CRC, and material supplier, including costs for warranty registration, installation, supplies, etc.
11. Warranty registration requires proof of purchase.

EXCLUSIONS

The Emerald Premium Warranty covers defects in manufacturing and workmanship. It includes the Malarkey roofing shingles listed in Table 1 and related accessories 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 ventilation; at a minimum, ventilation must comply with FHA Minimum Property Standards
- Improper transportation, storage, or handling of shingles and/or accessories
- Installation by a contractor other than a *Malarkey Emerald Premium Certified Residential Contractor*
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products
- Inordinate traffic on the roof for any reason (equipment installation, 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 *ALGAE RESISTANCE COVERAGE* 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 extreme forces of nature
- Fire, acts of vandalism, and other, similar occurrences.

Note: Malarkey continually strives to improve shingle durability and enhance our product line. In support of this, Malarkey reserves the right to discontinue or modify any of its products, including the color blend of shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance. If your shingles are no longer available, Malarkey reserves the right to provide you with substitute shingles comparable in quality, price and color to your original shingles.

COMPENSATION

Malarkey may, at its sole discretion under this Emerald Premium Warranty, either: (1) issue a combination of cash and/or material credit to an existing supplier of Malarkey roofing materials; or (2) provide replacement materials only. The prorated material costs will be determined by time of use and the original cost of the SCRS at the time of original purchase.

CLAIMS PROCEDURE

1. Claims shall be made in writing by certified or registered mail within thirty (30) days of discovery and prior to any permanent repairs (except emergency measures to prevent potential damage to the building or its contents) being made. Include proof of purchase and proof of warranty.
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.
3. After verification, the roofing materials or workmanship are defective, Malarkey will perform its obligations under this warranty within forty-five (45) days of receipt of notice, unless performance is delayed by causes beyond Malarkey's control. Any cost in excess of the prorated adjustment if loss is discovered after the Right Start™ Period 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.

This warranty is enforceable only by the original owner named below or the eligible new owner who has filed a timely warranty transfer request and received confirmation from Malarkey the transfer was accepted.

This Emerald Premium Warranty will not be valid until the Emerald Premium Certified Residential Contractor who installed the roof completes the WARRANTY REGISTRATION online at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR, and the warranty has been accepted by Malarkey Roofing Products.

Upon request, a copy of the warranty and letter of confirmation will be sent to the homeowner. The owner and eligible new owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey should a claim arise.

If you have questions about warranty coverage, contact your roofing contractor, Emerald Premium sales representative, or Malarkey's Warranty Department by phone at (800) 545-1191 or email: emeraldprowarranty@malarkeyroofing.com.

Malarkey's website at WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR is another good source of information.



Attn: Certified Contractor Program
P.O. Box 17217, Portland, OR 97217 USA
503.283.1191 | 800.545.1191
Fax: 503.289.7644

WWW.MALARKEYROOFING.COM

Malarkey warranty is written in English and supersedes all other translations. Rev. 05/21

PLEASE NOTE:

THIS IS A SAMPLE WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM MALARKEY ROOFING WITHIN 45 DAYS, PLEASE CALL 800.545.1191 AND ASK FOR THE WARRANTY SERVICES DEPARTMENT.



EMERALD PREMIUM STEEP SLOPE WARRANTY APPLICATION

**THIS FORM IS REQUIRED FOR PRE-APPROVAL OF PROJECTS 200 SQUARES OR MORE. FAILURE TO SUBMIT APPLICATION PRIOR TO JOB START MAY RESULT IN ADDITIONAL WARRANTY FEES OR NON-ISSUANCE OF WARRANTY*

MALARKEY EMERALD PREMIUM CONTRACTOR INFORMATION

ROOFING CONTRACTOR _____ FAX _____ TELEPHONE _____
 CONTACT NAME _____ MOBILE _____ EMAIL _____
 ADDRESS _____ CITY, STATE _____ ZIP _____

PROJECT INFORMATION

BUILDING NAME/NUMBERS _____
 ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

BUILDING OWNER _____
 ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT GENERAL CONTRACTOR _____
 ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT CONSULTANT _____
 ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

ROOFING SYSTEM INFORMATION (Provide specifics in the notes field below)

**OVERLAY / RECOVERS REQUIRE MALARKEY PRIOR APPROVAL.*

NEW CONSTRUCTION TEAR-OFF

ENTIRE BUILDING'S ROOF? YES NO _____
 START DATE (Contact Malarkey if _____ If not, what areas? _____ DESCRIBE ROOF ACCESS _____
 start date changes or is unknown) **IF MORE THAN ONE BUILDING, PLEASE CONTACT MALARKEY.*

SHINGLE & COLOR	DECK	SLOPE	UNDERLAYMENT/ # OF LAYERS	NAIL LENGTH	RIDGE SHINGLE USED	RIDGE NAIL LENGTH	SQUARES	FASTENERS PER SHINGLE

LOW SLOPE OPTIONS (COVERAGE UP TO 10 SQUARES PER BUILDING; SEE WARRANTY FOR THE COMPONENTS IN EACH OMNISEAL™ ROOF SYSTEM)

SYSTEM A: 2-PLY SYSTEM B: 2-PLY SYSTEM C: 3-PLY SYSTEM D: 3-PLY SYSTEM E: 2-PLY SYSTEM F: 3-PLY SYSTEM G: 3-PLY

VENTING

RIDGE VENT (TYPE/MFR) _____ STARTER _____
 CAN VENT (TYPE/MFR) _____ ABOVE DECK, RIGID INSULATION? YES NO (MUST BE VENTED)
 POWER (TYPE/MFR) _____ INSULATION (TYPE/MFR) _____

- When an Architect or Specifier generates plans, specifications and/or details for the project, please provide a copy to Malarkey.
- Attach a roof sketch identifying areas to be covered under this warranty.

Additional notes, including material details, etc.:

NON-REFUNDABLE WARRANTY FEE _____

SUBMIT VIA EMAIL

NOTICE OF COMPLETION

Roofing and Flashing systems were completed in accordance with Malarkey specifications using the above materials.

CONTRACTOR REPRESENTATIVE (PLEASE PRINT) _____ SIGNATURE _____ COMPLETION DATE _____

MALARKEY USE ONLY

APPLICATION RECEIVED _____ DAYS BEFORE START DATE AFTER START DATE
 APPLICATION NUMBER ASSIGNED _____ DATE _____ REVIEWED BY _____ SIGNATURE _____

Corporate Office P.O. Box 17217, Portland, OR 97217-7472 | Telephone: 503.283.1191 | 1.800.545.1191 | Fax: 503.289.7644 | Email: technicalinquiries@malarkeyroofing.com 09/21



Technical Services Dept. • P.O. Box 17217 • Portland, OR 97217 • Phone: (503) 283-1191 • www.malarkeyroofing.com

Warranty No.:	Contractor:
Project Name:	Address:
Building:	City, State, Zip:
Address:	Roof System-Spec (A):
City, State, Zip:	Roof System-Spec (B):
Owner:	Roof System-Spec (C):
Address:	Roof Area:
City, State, Zip:	Length of Warranty:
Completion Date:	Maximum Liability:
Issue Date:	SEE ATTACHMENT "A" with Maintenance & Repair Guidelines

A. COVERED REPAIRS

Malarkey Roofing Products® (Malarkey) warrants to the above-named owner that subject to the conditions and limitations contained in this agreement, the roofing system specified above will remain in a watertight condition for the above-listed period of years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense if required as a result of the following causes ("Covered Repairs"):

1. Deterioration of the Malarkey roofing membrane or base flashing system resulting from ordinary wear and tear by the elements;
2. Deficit workmanship on the part of the Malarkey Commercial Approved Applicator in the application of the Malarkey roofing membrane or base flashing system;
3. Blisters, bare spots, fishmouths, wrinkles or ridges in the roofing system;
4. Splits in the Malarkey roofing membrane unless caused by structural movement or failure, or by movement of any material underlying the roofing membrane or base flashing; or
5. Slippage of the roofing membrane or base flashing.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey membranes and Malarkey flashing products which are applied by a Malarkey Commercial Approved Applicator in accordance with then-current Malarkey specifications. Such specifications include, without limitation, use of pre-approved asphalt, base flashing systems, and roof insulation (where the roof is insulated).
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

B. NOTICE OF CLAIM

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

C. WARRANTY EXCLUSIONS

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment; these exclusions include but are not limited to the following:

1. Natural disasters including, but not limited to: floods, lightning, hail, earthquakes, wind storms, tornadoes, and hurricanes;
2. Structural movement, or failure or movement of any substrate material underlying the roofing membrane or base flashing, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation and vapor retarders;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roofing system after completion unless done in a manner prescribed by Malarkey and approved in writing;
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the methods and materials to be used and unless performed by a Malarkey Commercial Approved Applicator. Such installations, alterations and repairs will include, but are not limited to: solar/PV equipment, signs, water or cell phone towers, sprinkler systems, HVAC equipment, and radio and television antennae;
6. Lack of positive drainage (resulting in standing water that will not evaporate in 48 hours);
7. Movement or deterioration of accessories adjacent to, built into, or used in conjunction with the roofing membrane or base flashing;
8. Damage to the bituminous membrane from chemicals;
9. Building design or construction;
10. Failure of materials supplied by others;
11. Damage caused by impact of foreign objects;
12. Damage resulting from inordinate traffic on the roof for any reason (equipment installation, use as a storage area, recreational surface, or other similar purpose); or
13. Damage caused by any deliberate or negligent act in maintaining the roof.

D. LIABILITY LIMITATION

Where there is a failure of the roofing system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roof membrane or installation of a replacement roof membrane. Such repairs or replacement must be undertaken by a Malarkey Commercial Approved Applicator, and all repair costs approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from failure of the roofing system.

E. DISCLAIMER OF IMPLIED WARRANTIES

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose, and this warranty is in lieu of and excludes all other warranties, guarantees, or obligations. Malarkey's sole liability resulting from any failure of the roofing system will be the cost of repairs or replacement as specified herein.

F. TRANSFER OF WARRANTY

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be paid for by the owner. Once such repairs have been completed by a Malarkey Commercial Approved Applicator, warranty transfer will be completed after payment of a transfer fee.

G. RENEWAL OPTION

At the end of the initial «Year» year period, the owner shall have the option to renew this warranty for an additional «ExTenWarr» years under the following conditions:

1. During the «Year» year of this warranty, if the owner of the building so requests, Malarkey will inspect the roof and issue to the owner a report on the condition of the roof, outlining repair work that should be done.
2. If the owner elects to exercise their option to renew this contract, they shall perform or arrange to have performed by a Malarkey Commercial Approved Applicator at owner's sole expense, the repair work described in the report, shall pay for repairs, and will notify Malarkey upon completion of this work. Such work must be completed, renewal payment made, and notification given to Malarkey no later than ninety (90) days after the expiration of the initial warranty.
3. Upon payment of a charge which shall not exceed Malarkey's then-current initial warranty charge, the roof will be re-inspected by Malarkey and, if found to be acceptable, this warranty will be extended for an additional «ExTenWarr» years.
4. All conditions of this warranty, except this section G, shall apply for the renewal period.

In Witness Whereof: Malarkey Roofing Products® has caused this warranty to be duly executed on the date set forth above.

Attest:

Technical Services Manager Matthew Felt

Senior Vice President Gregory B. Malarkey

MALARKEY ROOFING PRODUCTS®

Rev. 5/19



LOW SLOPE ROOFING SYSTEM WARRANTY APPLICATION

*FAILURE TO SUBMIT APPLICATION PRIOR TO JOB START MAY RESULT IN ADDITIONAL WARRANTY FEES OR NON-ISSUANCE OF WARRANTY

MALARKEY APPROVED CONTRACTOR INFORMATION

ROOFING CONTRACTOR _____	FAX _____	TELEPHONE _____
CONTACT NAME _____	MOBILE _____	EMAIL _____
ADDRESS _____	CITY, STATE _____	ZIP _____

PROJECT INFORMATION

BUILDING NAME/NUMBERS _____

ADDRESS _____ CITY, STATE, ZIP _____

DISTRIBUTOR

ADDRESS _____ CITY, STATE, ZIP _____

TELEPHONE _____ EMAIL _____

BUILDING OWNER

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT GENERAL CONTRACTOR

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT ARCHITECT

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT CONSULTANT

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

ROOFING SYSTEM INFORMATION (Provide specifics in the notes field below)

NEW CONSTRUCTION
 TEAR-OFF
 RE-COVER/OVERLAY

START DATE (Contact Malarkey if start date changes or is unknown) _____ ENTIRE BUILDING'S ROOF? YES NO _____ If not, what areas? _____ DESCRIBE ROOF ACCESS _____

*IF MORE THAN ONE BUILDING, PLEASE CONTACT MALARKEY.

SYSTEM SPEC	DECK	SLOPE	VAPOR BARRIER	INSULATION/COVER & MFG	INSULATION ATTACHMENT/MFG	MEMBRANE ADHESIVE/MFG	SQUARES	BASE FLASHING SHEETS

- When an Architect or Specifier generated plans, specifications and/or details for the project, please provide a copy to Malarkey.
- Attach Roof Sketch identifying areas to be covered under this warranty.

Additional notes, including material details, etc.:

WARRANTY LENGTH _____ NON-REFUNDABLE WARRANTY FEE _____

SUBMIT VIA EMAIL

NOTICE OF COMPLETION

Roofing and Flashing systems were completed in accordance with Malarkey specifications using the above materials.

CONTRACTOR REPRESENTATIVE (PLEASE PRINT) _____ SIGNATURE _____ COMPLETION DATE _____

MALARKEY USE ONLY

APPLICATION RECEIVED _____ DAYS BEFORE START DATE AFTER START DATE

APPLICATION NUMBER ASSIGNED _____ DATE _____ REVIEWED BY _____ SIGNATURE _____



Technical Services Dept. • P.O. Box 17217 • Portland, OR 97217 • Phone: (800) 545-1191 • www.malarkeyroofing.com

Warranty No.:	Contractor:
Project Name:	Address:
Address:	City, State, Zip:
City, State, Zip:	Roof System-Spec (A):
OWNER:	Roof System-Spec (B):
Address:	Roof System-Spec (C):
City, State, Zip:	Roof Area:
Completion Date:	Length of Warranty:
Issue Date:	Maximum Liability: No Dollar Limit
	SEE ATTACHMENT "A" With Maintenance & Repair Guidelines

A. COVERED REPAIRS:

Malarkey Roofing Products® (Malarkey) warrants to the above named owner that subject to the conditions and limitations contained in this agreement, the shingle roofing system specified above will remain in a watertight condition for a period of years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense if required as a result of the following causes ("Covered Repairs");

1. Deterioration of the Malarkey roofing system resulting from ordinary wear and tear by the elements;
2. Deficit workmanship on the part of the Malarkey *Commercial Approved Applicator* in the application of the Malarkey roofing system;
3. Splits in the Malarkey roofing shingles not caused by structural movement or failure or by movement of any material underlying the shingles; or
4. Slippage of the roofing shingles.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey shingle roofing systems, which are applied by a Malarkey Commercial Approved Applicator and in accordance with then current Malarkey specifications. Such specifications include, without limitation, use of pre-approved fasteners, underlayment and other associated products for the shingle system.
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

B. NOTICE OF CLAIM:

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

C. WARRANTY EXCLUSIONS:

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment; these exclusions include but are not limited to the following:

1. Natural disasters including, but not limited to floods, lightning, hail, earthquakes, wind storms, tornadoes and hurricanes;
2. Structural movement or failure or movement of any substrate material underlying the roofing shingles, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation and vapor retarders;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roofing system after completion unless done in a manner prescribed by Malarkey and approved in writing;
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the methods and materials to be used and unless performed by a Malarkey Commercial Approved Applicator. Such installations, alterations and repairs will include, but are not limited to: solar/PV equipment, signs, water or cell phone towers, sprinkler systems, HVAC equipment, and radio or television antennae;
6. Movement or deterioration of accessories adjacent to, built into, or used in conjunction with the shingle roofing system;
7. Damage to the roofing system from chemicals;
8. Building design or construction;
9. Failure of materials supplied by others;
10. Damage caused by impact of foreign objects;
11. Damage resulting from inordinate traffic on the roof for any reason (equipment installation, moss and debris removal, gutter cleaning, etc.);
12. Damage caused by any deliberate or negligent act in maintaining the roof;
13. Variation in color (shading) which may occur from the positioning of colored granules on the shingles;
14. Granule sloughing due to an excessive amount of granules on the shingles; or
15. Lack of proper ventilation.

D. LIABILITY LIMITATION:

Where there is a failure of the roofing system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roofing system or installation of a replacement roofing system. Such repairs or replacement must be undertaken by a Malarkey Commercial Approved Applicator and all repair costs approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from failure of the roofing system.

E. DISCLAIMER OF IMPLIED WARRANTIES:

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose and this warranty is in lieu of and excludes all other warranties, guarantees or obligations. Malarkey's sole liability resulting from any failure of the roofing system will be the cost of repairs or replacement as specified herein.

F. TRANSFER OF WARRANTY:

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be paid for by the owner. Once such repairs have been completed by a Malarkey Commercial Approved Applicator, warranty transfer will be completed after payment of a transfer fee.

G. ADDITIONAL COVERAGES:

1. Wind: Malarkey warranties for the first years from the date of installation, these shingles will resist damages from winds up to 110 mph (177 kph).
2. Standard Malarkey Warranty: At the end of this warranty period, the warranty will revert to the then standard Malarkey *Shingle and Accessory Warranty* for the duration of that warranty period, as defined by the type of shingle installed, and all standard terms and conditions of that warranty will apply.
3. AR and Scotchgard™ algae protection: Refer to the standard Malarkey Shingle and Accessory Warranty for coverages relative to the particular shingle installed.

In Witness Whereof: Malarkey Roofing Products® has caused this warranty to be duly executed on the date set forth above.
Attest:

_____ Technical Services Manager	_____ Matthew Felt
_____ President	_____ Gregory B. Malarkey

MALARKEY ROOFING PRODUCTS®

Rev. 02/20



STEEP SLOPE ROOFING SYSTEM WARRANTY APPLICATION

*FAILURE TO SUBMIT APPLICATION PRIOR TO JOB START MAY RESULT IN ADDITIONAL WARRANTY FEES OR NON-ISSUANCE OF WARRANTY

MALARKEY APPROVED CONTRACTOR INFORMATION

ROOFING CONTRACTOR _____	FAX _____	TELEPHONE _____
CONTACT NAME _____	MOBILE _____	EMAIL _____
ADDRESS _____	CITY, STATE _____	ZIP _____

PROJECT INFORMATION

BUILDING NAME/NUMBERS _____

ADDRESS _____ CITY, STATE, ZIP _____

DISTRIBUTOR

ADDRESS _____ CITY, STATE, ZIP _____

TELEPHONE _____ EMAIL _____

BUILDING OWNER

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT GENERAL CONTRACTOR

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT ARCHITECT

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

PROJECT CONSULTANT

ADDRESS _____ CITY, STATE, ZIP _____ TELEPHONE _____ EMAIL _____

ROOFING SYSTEM INFORMATION (Provide specifics in the notes field below)

*OVERLAY/RECOVERS REQUIRE MALARKEY PRIOR APPROVAL.

NEW CONSTRUCTION TEAR-OFF

START DATE (Contact Malarkey if start date changes or is unknown) _____ ENTIRE BUILDING'S ROOF? YES NO _____ If not, what areas? _____ DESCRIBE ROOF ACCESS _____

*IF MORE THAN ONE BUILDING, PLEASE CONTACT MALARKEY.

SHINGLE & COLOR	DECK	SLOPE	UNDERLAYMENT/ # OF LAYERS	NAIL LENGTH	RIDGE SHINGLE USED	RIDGE NAIL LENGTH	SQUARES	FASTENERS PER SHINGLE

VENTING

RIDGE VENT (TYPE/MFR) _____ STARTER _____

CAN VENT (TYPE/MFR) _____ ABOVE DECK, RIGID INSULATION? YES NO (MUST BE VENTED)

POWER (TYPE/MFR) _____ INSULATION (TYPE/MFR) _____

- When an Architect or Specifier generated plans, specifications and/or details for the project, please provide a copy to Malarkey.
- Attach Roof Sketch identifying areas to be covered under this warranty.

Additional notes, including material details, etc.:

WARRANTY LENGTH _____ NON-REFUNDABLE WARRANTY FEE _____

SUBMIT VIA EMAIL

NOTICE OF COMPLETION

Roofing and Flashing systems were completed in accordance with Malarkey specifications using the above materials.

CONTRACTOR REPRESENTATIVE (PLEASE PRINT) _____ SIGNATURE _____ COMPLETION DATE _____

MALARKEY USE ONLY

APPLICATION RECEIVED _____ DAYS BEFORE START DATE AFTER START DATE

APPLICATION NUMBER ASSIGNED _____ DATE _____ REVIEWED BY _____ SIGNATURE _____



Maintenance and Repair Guidelines

For Your Malarkey Warrantied Roof System

General Information

Thank you for choosing Malarkey Roofing Products® for your new roof system. A quality roof system protects the investment you have in your building, and we at Malarkey appreciate the responsibility you have given us as your product manufacturer. We take this responsibility seriously and will do all in our power to ensure your roof provides protection season after season.

As the owner of a Malarkey roof system, there are things you can do to ensure the continued performance of your new roof. Care and maintenance of the roof are generally simple, and efforts expended for periodic maintenance will pay dividends in extended roof life and reduced problems over the life cycle of your roof.

Malarkey system warranties are provided on applicable roof systems pre-approved by Malarkey and installed by a Malarkey *Commercial Approved Applicator* in good standing. While Malarkey does not own or operate roofing contractor companies, we do “approve” roofing applicators to apply warrantied systems. Only established contractors who, through their reputation in the industry and community, have proven they apply roofs in a professional manner are eligible to install and repair Malarkey NDL warrantied roof systems. The designation, “Malarkey Commercial Approved Applicator,” identifies a contractor who has met our requirements, uses Malarkey’s latest, published installation instructions, and is eligible to apply for a Malarkey roof warranty, but it does not designate him/her as an agent for Malarkey.

We encourage building owners to read and be familiar with the terms of their roof system warranty. Additional information concerning your roof or specific conditions can be obtained from Malarkey.

Procedure for Reporting Roof Issues

Should your roof develop a leak, it is very important it be reported as soon as possible — the warranty states within thirty (30) days of discovery. If left unrepaired, leaks can lead to increased damage to the roof system, the building, and its contents.

If a leak is discovered, it should be reported immediately to Malarkey’s Technical Services Department by calling 1-800-545-1191 or emailing technicalinquiries@malarkeyroofing.com. The warranty states notice must be given in writing by registered or certified mail (address on page two), but more often than not, these are reported and handled with just a phone call. Our hours are 7:00 am to 5:00 pm, Monday through Friday, Pacific Standard Time. Be



prepared to provide the owner's name, address and contact, warranty number, and who to contact for the investigating contractor to gain access to the leak location(s).

Roof Repair

Once a leak is reported, Malarkey will:

- Send an investigation repair request to the original Commercial Approved Applicator (usual practice) or another Malarkey-approved applicator
- Authorize repairs and cover costs under the terms of the warranty
- If not a covered item, we will inform you of our findings and work with you to remedy the problem.

Repairs made at any time during the warranty period must be performed by a *Malarkey Commercial Approved Applicator* to avoid jeopardizing your Malarkey roof warranty. The original contractor will perform repair work in the first two (2) years (or as stated in the contract documents), and Malarkey will cover the balance. If this presents a problem, we will work with you to see if other arrangements can be made. Special circumstances can always occur; contact Malarkey for details or assistance.

Alterations and Modifications

Malarkey recognizes alterations or modifications to a building are sometimes necessary for a variety of reasons. For your Malarkey warranty to remain in force, Malarkey requires changes in building use or anything that could affect, contact, or penetrate the roofing system, be *pre-approved in writing* by Malarkey. Unauthorized alterations or modifications can jeopardize or place restrictions on all or part of the Malarkey warranty.

Warranty holders can obtain approval for properly designated alterations and modifications by submitting a written request explaining changes along with detailed drawings of the alterations and their locations on the roof to:

**Malarkey Roofing Products
Technical Services Department
P.O. Box 17217**

Portland, OR 97217-0217
technicalinquiries@malarkeyroofing.com

At Malarkey's discretion, inspection of approved alterations to your roof system may be required. Verifications of completed alterations and/or modifications may sometimes be achieved by mailing an explanation of installation procedures and submission of photographs. If circumstances dictate an inspection of your roof system is required, there may be a charge for the inspection service; costs are limited to Malarkey's reasonable out-of-pocket expenditures, including travel.



Inspection Practices

Malarkey recommends you have semi-annual inspections performed by a qualified individual, preferably in the spring and fall. Inspections are also recommended:

- After a severe storm
- Following installation of rooftop appurtenances
- Following maintenance of existing roof-mounted equipment, e.g., HVAC systems
- When the roof is used as an access path by other trades for any purpose

A log of all persons working on the roof or using it for access is recommended. A log should contain name(s), date, a brief description of activities, and their locations on the roof. Such a log may assist in more rapidly determining leak locations and the cause if damage should occur to your roof system.

During an inspection, the condition of all roof components should be reviewed, noted, and photographed. Include the exterior of the building. Settlement or structural movement can cause damage to roof systems.

Conduct an attic inspection to look for signs of leaks and/or *condensation*. Ensure all dryer and bathroom vents are exhausting to the exterior. Check to see that intake and exhaust vents are not blocked. Condensation is usually the result of lack of *ventilation*.

Reports and photos can be forwarded to Malarkey if warranty work is needed, or used by contractors to bid the work. The selection of a contractor for repair work should be done in conjunction with Malarkey. As noted in an earlier section, *Roof Repair*, the selection of contractor can affect your warranty. *Use only Malarkey Commercial Approved Applicators on warranted roofs*. Obtain pre-authorization for all repairs and/or alterations.

Repairs

Areas in need of repair must be corrected with like procedures and materials. Variations to the original application methods may be needed depending upon job circumstances. These variations must be pre-approved by Malarkey.

The owner or in-house maintenance personnel can handle many maintenance repairs, but Malarkey recommends significant repairs or work requiring a working knowledge of roofing is best left to a *Malarkey Commercial Approved Applicator*.

SPECIFIC AREAS OF INSPECTION

Inside the Building

Start on the interior because the first signs of potential problems may be apparent there first. It's important to understand even the smallest leak can be a sign of trouble. Look for and be aware of:

- Dark spots and water stains in attics, on ceilings, in ceiling corners, or around skylights



BUILT-UP AND MODIFIED ROOF SYSTEMS

Roof System and Base Flashings: Carefully check the entire roof surface, protective coatings, vertical base flashings, and areas of sealant application for signs of deteriorated conditions such as:

- Excessive wear and tear or surfacing loss
- Damage such as cuts, punctures, or breaks
- Wind or storm damage; ponding water
- Visible attacks by spilled chemicals (coolant, acids, oil, grease) or environmental contaminants like bird feces
- Unauthorized and/or improperly installed penetrations

Metal Flashings and Roof Accessories

Gravel Stops/Edge Metal: Inspect these areas for separation between the roof membrane and metal, and evidence of rusting, wind damage, or breaks at lap joints.

Metal Roof Jacks: Inspect pipe and vent locations for cracking or separation of membrane sheets from the metal flanges. Check the condition of the secondary application of sealant around the base and where else applied.

Drains and Scuppers: Inspect all locations and clear the outlets of obstructions. Ensure drain bolts are tight and clamping rings are not cracked. Check for voids, gaps, or separations between the roof membrane and metal flanges.

Metal Counter Flashings: Check for rust, damage due to wind or vandalism, and ensure metal is securely fastened. Check the condition of sealants. Replace any missing or damaged metal beyond repair.

Pitch Pans: Though not covered by the warranty, check for cracks or separation between the roof membrane and metal flanges. Inspect existing condition of pitch pan filler for excessive shrinkage.

Metal Wall Copings, Drip Edge Flashing, and Gutters: Inspect the metal for rust, damage due to wind, vandalism, and the condition of seam covers and sealants. Ensure coping is securely fastened.

Roof-Mounted Equipment: Curb-mounted vents, ducts, skylights, and HVAC units must be inspected for damage from service personnel, wind damage, and leakage of chemicals.

Cleaning the Roof Surface, Gutters, and Downspouts: Roofs should be cleaned on a regular basis, and all trash, debris, and dirt collected and removed. Leaves and tree branches must be kept from hindering drainage of water in valleys and to outlets.

Caulking and Mastics: These are maintenance items and should be inspected and routinely maintained by the building owner.

**STEEP SLOPE ROOF SYSTEMS (SHINGLES)**

Roof System: Carefully inspect the entire roof surface and all flashings for signs of deteriorated conditions such as:

- Excessive wear and tear or surfacing loss
- Damage such as cuts, punctures, or breaks
- Displaced shingles
- Wind or storm damage
- Visible damage caused by spilled chemicals or environmental contaminants like bird feces
- Unauthorized and/or improperly installed penetrations
- Cracked or worn rubber boots around vent pipes

Shingles: Check shingles for any that may be loose, cracked, or broken. Replace when necessary and/or hand-seal loose tabs with shingle tab adhesive conforming to ASTM D4586.

Chimneys, Sidewalls, and Vertical Transitions – Ensure all:

- Metal step flashing and counter flashing is present and secure
- Shingles are embedded in asphalt roof cement where they contact metal flashing

Counter Flashing, Drip Edge Flashing, Coping, and Gutters: Check condition of metal for rust, damage due to wind, vandalism, and the condition of seam covers and sealants. Ensure coping and gutters are securely fastened. Replace any missing or damaged metal beyond repair. Re-secure and re-seal as necessary.

Roof-Mounted Equipment: Curb-mounted vents, ducts, skylights, and air conditioning units must be inspected for damage from service personnel, wind damage, and leakage of chemicals.

Metal Roof Jacks: Inspect pipe and vent locations for cracking or separation of shingles from the metal flanges. Check the condition of secondary sealant applications around the base and where else applied. Re-seal as needed.

Cleaning the Roof Surface, Gutters, and Downspouts: Roofs should be cleaned on a regular basis, and all trash, debris, and dirt collected and removed. Leaves and tree branches must be kept from hindering drainage of water in valleys and outlets. Accumulation of dry leaves can also present a fire hazard. Cut back tree branches that stretch over the roof; increased sunlight will help dissipate moisture and discourage moss growth.

Re-Inspect the Roof Surface

Cleaning, repairs, and maintenance can result in unintended damage caused by foot traffic, use of chemicals, dropped tools, etc. Best to have one last look.

Rev. 12/2020