

MALARKEY ROOFING PRODUCTS™
TWELVE-YEAR LIMITED WARRANTY

Certificate No. **123456**

Subject to the conditions and limitations set forth below, Malarkey Roofing Products warrants to the owner of Malarkey roofing products named below that such products are free from actual manufacturing defects and will remain serviceable under normal conditions of intended use for twelve (12) 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 twelve (12). 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 the 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. The notice shall also include the warranty number printed on this certificate, the registration of which must be filed with Malarkey within 20 days of the completion of application of the roofing products. After the 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, 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, hurricane, tornado, hail, flood, earthquake, or windstorms.
5. Damage caused by fire, explosion, earthquake, chemicals, solid objects fallen 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 misapplication of the Malarkey roofing product or application which is not in strict adherence with Malarkey's roofing specifications, application instructions and accepted roofing practices.
8. Improper ventilation.
9. Equipment installation, structural changes, or other alterations to the roof after application of the Malarkey roofing products.
10. Damage to the roof due to any causes other than inherent manufacturing defects in the Malarkey roofing materials.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS SPECIFICALLY CONDITIONED UPON BUYER'S OBSERVANCE OF COMPLIANCE WITH ALL TERMS AND CONDITIONS SET FORTH ABOVE. IN NO EVENT SHALL MALARKEY BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING BODILY INJURIES TO ANY PERSON, ANY DAMAGE TO ANY BUILDING OR ITS CONTENTS OR ANY LOSS OF PROFITS.

Some states/provinces do not allow the exclusion of limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may by statute have other legal rights which may vary from state to state. No modification, waiver or addition to this warranty shall be binding on Malarkey unless approved in writing in advance by an officer of Malarkey.

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 in place or to any other person.

THIS LIMITED WARRANTY WILL NOT BECOME VALID UNLESS THE OWNER COMPLETES THE ATTACHED REGISTRATION AND MAILES IT TO MALARKEY ROOFING PRODUCTS WITHIN 20 DAYS OF COMPLETION OF INSTALLATION. FAILURE TO COMPLY WITH THIS CONDITION SHALL RENDER THE WATRARRANTY OF NO FURTHER FORCE OR EFFECT. IN THAT CASE, THE PRODUCT SHALL BE SOLD AS IS AND WITHOUT ANY WARRANTY WHATSOEVER.

Rev. 7/09

Return to:

MALARKEY ROOFING PRODUCTS™
P.O. Box 17217, Portland, Oregon 97217-0217

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REGISTRATION OF TWELVE (12) YEAR LIMITED PRODUCT WARRANTY

Name _____

Address _____

City _____ State _____ Zip _____

Malarkey Product Used
(please circle)

159 160 161 162

Spec. No. _____

Number of squares _____

Date completed _____

Roofing contractor _____

Project Name _____

Project Address _____

Date _____



Please contact Malarkey Roofing Products for further details @ (800) 545-1191

Rev. 7/09