

3 Tab Shingle Warranty

We warrant Malarkey Roofing Products (Malarkey) shingles to be free from manufacturing defects. Subject to the conditions and limitations set out in this Warranty, claims for defective products will be adjusted as follows:

- 1. Written notice of the discovery of manufacturing defects that result in leaks, by registered or certified mail, shall be given to Malarkey within thirty (30) days after the discovery. Failure to give such notice voids any obligations of Malarkey relative to defective shingles.
2. Malarkey shall perform its obligations under this Warranty with in forty-five (45) days from the receipt of notice, unless performance is delayed by causes beyond Malarkey's control.
3. Malarkey shall be given the opportunity to inspect the material and to be provided with samples before any steps are taken to adjust the claim.
4. After verification that the shingles are defective, Malarkey shall, at its option, elect to repair or replace the defective shingles, or pay to the owner an amount not to exceed the original reasonable cost of the shingles, prorated for the number of years remaining on the warranty period, less all sums previously paid under this Warranty.

Limited Wind Warranty: In addition to the limited general warranty period above, malarkey Roofing Products warrants that for five (5) years from the date of installation, these shingles will resist damage from winds as follows:

- Type 202, 204 - 54 MPH (Beauforts Scale No. 9)
Type 230 SBS - 100 MPH (Beauforts Scale No. 12) To be hand sealed when average daytime temperature drops below 50°F.
Type 240 - 100 MPH (Beauforts Scale No. 12) To be hand sealed when average daytime temperature drops below 50°F.

Malarkey's sole liability under this section shall be to supply new shingles to replace those damaged or blown off by the wind. No amount shall be paid for removal of damaged shingles or the installation of replacement shingles.

Limited 3M™ Scotchgard™ Algae Resistant Roofing System: We warrant that the Hurricane shingles will resist discoloration or staining due to algae growth which causes an obvious an unsightly appearance of granules for a period of 20 years from the date of installation, subject to the conditions and limitations listed below. Malarkey's sole liability under this section is, at its option, to repair or replace the defective shingles, or to pay to the owner an amount not exceeding the original cost of the shingles plus reasonable installation costs.

Exclusions: This warranty covers only manufacturing defects in Malarkey shingles. It 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:

- 1. Improper installation or installation which is not in accordance with Malarkey's written instructions, including but not limited to improper nailing or stapling of the shingles.
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 material used as a roof face over which Malarkey shingles are applied.
6. Equipment installations, structural changes or other alterations to the roof after application of Malarkey shingles.
7. Settlement or distortion, failure or cracking of the roof decks, walls or foundations of the building.
8. Variations on color (shading) which may occur from the positioning of color granules on the shingles.
9. Granule sloughing due to excessive amount of granules on the shingles.
10. Impact of foreign objects.
11. Violent or unusual weather conditions, such as floods or winds in excess of 54 miles per hour. (100 MPH for product #230 and #240)
12. Fire or other casualties

THE LIMITED SHINGLE WARRANTY AND LIMITED WIND WARRANTY PROVIDED FOR THE ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCT. 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.

This warranty will not be valid unless the owner of the roof completes the attached registration and returns it to Malarkey at the address specified below within thirty (30) days of installation. Failure to comply with this condition shall void all warranties, expressed or implied, and the product shall be sold as is, and without warranty,

The warranties contained herein are valid only to the original owner of the structure on which the product is placed, and is not transferable. The homeowner should retain all documents and proofs of purchase relating to Malarkey product for submission to Malarkey for validation of the claim.

Rev. 7/09

Return to: (please print in ink or type)

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

Certificate No. 123456

Registration of 3 Tab Shingle Warranty

Registration form fields including: PRODUCT USED (checkboxes for Type 202, 204, 230, 240), Warranty Period Begins on Installation Completion Date, Homeowner Name, Address, City, State, Zip, Roofing contractor, Address, City, State, Zip, PROJECT TYPE (checkboxes for New Roof, Re-Roof), Completion Date, Number of squares, Shingle Color.

OWNER'S ACKNOWLEDGEMENT: Receipt of the attached warranty and its terms agreed to.

Printed Name: Signature:

Date: , 20

