

SBS Modified Hip & Ridge Shingle Limited Warranty

Limited Product Warranty: EZ-Ridge™, EZ-Ridge XT™, Pro Design™, and Hip & Ridge strips carry a prorated limited warranty that they are free from manufacturing defects that cause leaks for the period equal to the warranty of the roofing shingle over which they are installed, subject to the conditions and limitations listed below. Malarkey's only obligation under this section is, at its option, to repair or replace the defective material or to pay to the owner the prorated amount based on the original cost of the ridge shingles.

For EZ-Ridge™, EZ-Ridge XT™, Pro Design™, and Hip & Ridge strips applied over any Malarkey shingles, the warranty for the first 48 months from date of installation covers 100% of original cost of affected Hip & Ridge shingles.

During the remainder of the warranty period, the maximum warranty payment will be the original cost of the affected shingles, divided by the total number of months warranted by the roofing shingles over which they are installed, less the percentage representing the number of months elapsed since installation, less all amounts previously paid under the warranty. Any cost in excess of prorated adjustment will be the owner's responsibility.

Exclusions: This warranty covers only manufacturing defects in Malarkey SBS Modified Hip & Ridge shingles. It does not cover other products such as flashing and metal work or damage to shingles that is attributable in whole or in part to other causes, including but not limited to:

- 1. Installation not in accordance with Malarkey's written instructions, including but not limited to improper fastening of the shingles.
2. Improper ventilation; at minimum, ventilation must comply with FHA Minimum Property Standards.
3. Improper storage or handling.
4. Traffic on the roof.
5. Defects in or failure of flashing or metal work or material used as a substrate over which the shingles are applied.
6. Equipment installations, structural changes or other alterations to the roof after application of the shingles.
7. Settlement, distortion, failure or cracking of the roof decks, walls or foundation of the building.
8. Variations in color (shading) which may occur from the positioning of color granules in 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.
12. Fire or other casualties.

Claims Procedure:

- 1. Claims made under the above listed warranty shall be made in writing by certified or registered mail within 30 days of discovery, and prior to any repairs being made.
2. Malarkey will be given the opportunity to inspect the roof and to 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 that the ridge shingles are defective, Malarkey will undertake its warranty obligations within forty-five (45) days of receipt of notice, unless delayed by causes beyond Malarkey's control. Any cost in excess of the prorated adjustment will be the owner's responsibility.

THE ABOVE LISTED LIMITED PRODUCT WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCT. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. MALARKEY WILL 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 CONDITION IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty is not 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 products shall be sold as is and without warranty.

The warranty contained herein is valid only to the original owner of the roof 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.

SBS Modified Hip & Ridge Shingle Warranty Registration Card

Product Used

(please check one below)

- EZ-Ridge™ Decorative Hip & Ridge shingle #222
EZ-Ridge XT™ Decorative Hip & Ridge shingle #224
Pro Design Decorative Hip & Ridge shingle #221
Hip & Ridge shingle #225
Hip & Ridge shingle #226

Homeowner Name

Address

City State Zip

Roofing contractor

Address

City State Zip

Completion Date Number of squares Shingle Color

(Warranty Period Begins on Installation Completion Date)

PROJECT TYPE

- New Roof Re-Roof

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

Printed Name: Signature:

Date: , 20

