Malarkey Roofing Products™

YOUR CHOICE WARRANTY PROGRAM

LEGACY®

Northwest XL™

ECOASIS™

HIGHLANDER-CS™

YOUR CHOICE WARRANTY PROGRAM FOR MALARKEY LAMINATED SHINGLE WARRANTIES

At Malarkey Roofing Products (Malarkey) we are focused on building quality products. We also understand that consumers may confuse product quality and warranty coverage. Malarkey knows that we build superior products and we want you to focus your purchasing decision on the product rather than a warranty. That's why Malarkey offers the "YOUR CHOICE WARRANTY PROGRAM".

Simply stated, when you buy Malarkey shingles we provide the standard warranty coverage outlined in this booklet. If, however, you prefer another manufacturer's warranty coverage for their 'like' product in place of the Malarkey standard warranty, you may select to have Malarkey honor the terms and conditions of our competitor's warranty in place of the Malarkey warranty,

To do this, simply indicate which competitor's warranty you would like to have Malarkey honor in place of our standard warranty coverage. If you select another manufacturer's warranty coverage, Malarkey will provide warranty coverage based on that competitor's current published warranty. Please be aware that once you select another manufacturer's warranty coverage, Malarkey will live to the exact terms and conditions which are offered as their standard warranty coverage for their like product.

Some manufacturers may provide additional coverage if you use specific contractors or pay additional sums to the manufacturer. Malarkey does not considered these to be their 'standard' warranty because of the additional terms and conditions to be met, and as such will not be covered by Malarkey.

Malarkey Roofing Products offers warranty protection in most cases which is similar to that offered by other manufacturers. We strongly believe that it is the roofing, not the warranty, which protect your home and family from the wrath of Mother Nature. We urge you to consider the physical attributes of the shingle product and not the marketing hype when selecting your roofing products.

If warranty coverage concerns you, Malarkey strongly urges you to read and understand all terms and conditions which may apply from any and all manufacturer's warranties.

LIMITED PRODUCT WARRANTY:

Malarkey Roofing Products warrants to the original home/building owner that the Malarkey shingles installed on their roof carry a pro-rated, limited, materials-only warranty covering claims related only to manufacturing defects.

RIGHT START PERIOD:

If, during the Right Start Period as listed in Table 1, the shingles are found to have manufacturing defects, Malarkey shall at its option repair, replace or provide payments (which can, at Malarkey's option, be fulfilled by providing replacement materials) to the owner of the roof of the defective material. The maximum liability shall be equal to the dollar limit expressed in Table 1, plus reasonable installation costs as defined by RS Means.

After the Right Start Period, the maximum repair, replacement or payment (which can, at Malarkey's option be fulfilled by providing replacement materials only), for defective materials which cause leaks shall be an amount not to exceed the maximum dollar liability expressed in Table 1, less a percentage based on the number of months elapsed in the warranty period divided by the number of months of the Limited Product Warranty, set forth in Table 1, less all sums previously paid under this warranty.

LIMITED WIND WARRANTY:

Malarkey warrants that for up to five years from the date of installation the Malarkey shingles will resist damage from winds up to the wind speed listed in Table 1, subject to the terms and limitations listed below.

Malarkey's wind warranty applies only if the shingles are sealed, whether by hand sealing or by activation of the self sealing strips. Hand sealing is strongly recommended when the average daytime temperature is not sufficient for the shingles to self-seal during installation. Malarkey's 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 dollar limits expressed in Table 1 plus reasonable installation costs. No amount shall be paid for removal or disposal of damaged shingles. In high wind areas as listed by the National Weather Service, Malarkey strongly recommends that the shingles be attached with six (6) nails as per Malarkey's printed instructions.

ALGAE RESISTANT ROOFING SYSTEM LIMITED WARRANTY:

Should the shingles you purchased feature the Scotchgard™ Algae Resistant Roofing System from 3M™, Malarkey warrants that the shingles will resist discoloration or staining due to algae growth for a period of twenty (20) years from the date of installation subject to conditions and limitations listed below. Malarkey also offers some products with a ten (10) year Malarkey Algae Resistance Warranty. Malarkey's 10-year algae resistant shingle wrappers are labeled with an 'AR' designation instead of the Scotchgard logo at right.

Algae growth on your shingles can cause unsightly discoloration. Malarkey's sole liability under this section is to, at its option, repair or replace the defective shingles or to pay to the owner an amount not exceeding the dollar limits expressed in Table 1, and reasonable installation costs as defined by RS Means. Additionally, Malarkey roofing systems with algae resistance warranties require algae resistant hip and ridge shingles.

For the first twelve (12) months from the date of installation, the payment to the owner for those shingles which exhibit discoloration due to algae will be an amount not exceeding the dollar limits expressed in Table 1 plus reasonable installation costs as defined by RS Means for your area. During the remaining warranty period, the maximum repair or replacement payment will be an amount not to exceed the maximum dollar liability expressed in Table 1, less a percentage which is based on the number of months elapsed in the warranty period divided by the warranty period length (years). Any costs in excess of the pro-rated adjustment are the owner's responsibility.

TRANSFERABILITY:

During the Right Start™ period the warranty may be transferred to the subsequent owner, after notification to Malarkey as described below.

Once the transfer of the warranty has taken place, the new owner's warranty period shall be for 10 years from the date of transfer, and shall be limited to the standard Limited Product Warranty, Limited Wind Warranty, Limited Scotchgard™ Warranty or Malarkey Algae Resistance Warranty (if the product features algae resistant granules).

To transfer the warranty, the current holder of the warranty must notify Malarkey in writing within thirty (30) days from the date of title that the property has changed. The following information must be provided; the name and address of the current holder of the warranty, the date of the original completed installation, proof of purchase, the address on which the shingles are 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.

TABLE 1

Shingle	Term	Wind	Right Start Period	Dollar limit/Sq.
Highlander-CS™	360 months	70 mph	3 years	$65
Highlander-CS™ AR	360 months	70 mph	3 years	$70
Northwest-XL™	480 months	80 mph	5 years	$80
Northwest-XL™ *	480 months	80 mph	5 years	$85
Ecoasis™	480 months	80 mph	5 years	$80
Ecoasis™ Premium*	600 months	110 mph	10 years	$100
Legacy™	600 months	110 mph	10 years	$95
Legacy™ *	600 months	110 mph	10 years	$100

*Featuring Scotchgard™ Algae Resistant Roofing System from 3M™

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 which is attributable in whole or in part to other causes including, but not limited to:

1. **Improper installation or installation not in accordance with Malarkey's written instructions.**
2. **Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards.**
3. **Improper storage.**
4. **Traffic on the roof.**
5. **Defects in or failure of flashing or metal work or material used as a roof face 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 to the roof decks, walls or foundations of the building.**
8. **Variation in color (shading), which may occur from the positioning of colored granules on the shingles.**
9. **Granule sloughing due to excessive granules on the shingles.**
10. **Impact of foreign objects.**
11. **Violent or unusual weather conditions, such as flood and other acts of God.**
12. **Fire and other casualties.**

All shingles which contain a factory applied self sealing strip must be subjected to sunlight for several days before full sealing will occur. Shingles installed in the 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 which 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 <u>not a manufacturing defect</u>. If any self sealing shingles that have been 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 and Malarkey has been allowed the opportunity to hand seal any non-sealed shingles at its own expense.

CLAIMS PROCEDURE:

1. Claims made under the listed warranties shall be made in writing by certified or registered mail within 30 days of discovery and prior to any repairs being made and accompanied by proof of purchase.
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 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 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, LIMITED WIND WARRANTY AND LIMITED ALGAE RESISTANCE WARRANTY ARE THE ONLY EXPRESSED WARRANTIES MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCT. NO PERSON IS AUTHORIZED TO ALTER THESE LIMITED WARRANTIES 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 ANY OTHER WARRANTY OR CONDITION IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. SOME STATES OR PROVINCES DO NOT ALLOW THESE EXCLUSIONS OR LIMITATIONS OR 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 AND FROM PROVINCE TO PROVINCE.

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.

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 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.

YOUR CHOICE WARRANTY SELECTION AND ACTIVATION:

To select and activate your warranty coverage, please go to www.MalarkeyRoofing.com and complete the online WARRANTY SELECTION AND APPLICATION FORM (found in "General Resources"). Or, fill out the attached WARRANTY FORM and send to Malarkey Roofing Products, P.O. Box 17217, Portland, OR 97217. Retain a copy for your records.

Note: Should you have a Malarkey shingle featuring algae resistant granules and the warranty you select does not offer warranty protection for algae resistance, then the Malarkey algae resistance warranty offered with your product will be the default warranty.

Malarkey Roofing Products
3131 N. Columbia Blvd., Portland, OR 97217-7472
P.O. Box 17217, Portland, OR 97217-0217
Telephone: (503) 283-1191 • (800) 545-1191 • Fax: (503) 289-7644
www.MalarkeyRoofing.com

WARRANTY SELECTION AND ACTIVATION FORM - PLEASE PRINT OR TYPE

Number of Squares Installed: _____ Installation Date: _____

Building Owner Name: _____

Building Address: _____

City: _____ State: _____ Zip: _____

Installer Company Name: _____

Installer Address: _____

City: _____ State: _____ Zip: _____

Installer Contact Name: _____ Phone: _____

Shingle Color: _____ Run Date on Shingle Bundle: _____

Product(s) Installed ☐ Highlander-CS™ ☐ Highlander-CS™ AR ☐ Northwest XL™ ☐ Northwest XL™ w/ Scotchgard ☐ Ecoasis™ 40 ☐ Ecoasis™ 50 w/ Scotchgard ☐ Legacy™ ☐ Legacy™ w/ Scotchgard

YOUR CHOICE WARRANTY PROGRAM™: You must select which product warranty coverage you want. Failure to choose results in standard Malarkey Warranty coverage. Multiple selections will result in standard Malarkey warranty coverage.

IF HIGHLANDER-CS IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THESE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:

Mfg.	Product	Mfg.	Product
Malarkey™	☐ HIGHLANDER-CS™	*GAF™	☐ Timberline® 30
*Atlas™	☐ Pinnacle® 35	*IKO™	☐ Cambridge™ 30
*Certainteed™	☐ Landmark™ 30	*Owens Corning™	☐ Oakridge Pro® 30
*Elk™	☐ Prestique®	*Pabco™	☐ Premier® 30
*Emco™	☐ Everest™ 35	☐ Other _____	

IF NORTHWEST-XL OR ECOASIS 40 IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:

Mfg.	Product	Mfg.	Product
Malarkey	☐ NORTHWEST-XL™	*GAF™	☐ Timberline® Select 40™
*Atlas™	☐ Pinnacle® 45	*IKO™	☐ Cambridge™ 40
*Certainteed™	☐ Landmark™ Plus™	*Owens Corning™	☐ Oakridge Pro® 40
*Elk™	☐ Prestique® I	*Pabco™	☐ Premier® 40
*Emco™	☐ Everest™ 40	☐ Other _____	

IF LEGACY OR ECOASIS 50 IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:

Mfg.	Product	Mfg.	Product
Malarkey™	☐ LEGACY™	*IKO™	☐ Cambridge™ 50
*Atlas™	☐ Stormmaster®		☐ Dynasty™
*Certainteed™	☐ Landmark™ Premium™	*Owens Corning™	☐ Oakridge Pro® 50
	☐ Architect™ 80	*Pabco™	☐ Premier® 50
*Elk™	☐ Prestique® Plus™		☐ Premier® Advantage®
*GAF™	☐ Timberline® Ultra™	☐ Other _____	

* These companies, their products, and their registered trademarks are not affiliated in any way or endorsed by Malarkey Roofing Products.

Place
First-Class
Stamp
Here

Malarkey
Roofing Products™

Attention, Warranty Department
P.O. Box 17217
Portland, OR 97217-0217