



## Shingle & Accessory

# CERTIFIED COMMERCIAL WARRANTY - SAMPLE

Available exclusively through Malarkey Certified Commercial Contractors.

### CERTIFIED COMMERCIAL CONTRACTOR MATERIAL AND WORKMANSHIP WARRANTY

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles and accessories for your upcoming roofing project. Our **Certified Commercial Warranty** [the Warranty] is available exclusively through Malarkey's *Certified Commercial 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], Malarkey accessory products and low slope membranes [if used], and shall be installed by a Malarkey *Certified Commercial Contractor* using our latest, published shingle installation instructions, Additional Installation Requirements for Steep Slope Commercial Projects, and adopted building code requirements.

### THE CERTIFIED COMMERCIAL WARRANTY: COVERAGE OVERVIEW

#### Commercial Structures

- A variety of residential and professional buildings are covered under this warranty, including, but not limited to: duplexes, townhouses, apartment buildings, condominium complexes, housing cooperatives, warehouses, churches, hospitals, and schools.

**Note:** Prior to construction, commercial warranted projects first require an application so Malarkey can better understand project specifications, meet building owner[s], and agree on an inspection schedule. See the *REGISTRATION* section for more information.

Commercial structures are covered against manufacturing defects that adversely affect the performance of the roofing system, and length of coverages are forty-five [45] to fifty [50] years based on the product listed in Table 1.

**Transfers:** A *one-time* transfer of the warranty to a second owner is allowed under the program [e.g., following the sale of the building]. See the *TRANSFERABILITY* section for more information.


### RIGHT START™ PERIOD (NON-PRORATED 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:

Should any Malarkey component of the SCRS be determined to have manufacturing defects that adversely affect performance of the system, Malarkey will pay the owner or the contractor of the owner's choice the reasonable repair or replacement cost of the affected Malarkey products and their installation [excluding non-Malarkey accessories, metalwork, flashing, et cetera] as determined by Malarkey. The costs for tear-off and disposal of some or all the Malarkey roofing products are included if necessary to repair your roof. 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.

Malarkey's maximum liability under this warranty shall not exceed the reasonable cost of replacement Malarkey materials and installation as determined by Malarkey. Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD	RIGHT START™ NON-PRORATED WARRANTY PERIOD	CONTRACTOR WORKMANSHIP PERIOD	ENHANCED WIND WARRANTY COVERAGE MPH [KPH]	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	PRORATED REDUCTION PER MONTH
LAMINATE SHINGLES							
Vista®	45 years	20 years	25 years	130 [209]	15 years	N/A	1/540
Vista® AR	45 years	20 years	25 years	130 [209]	15 years	25 years	1/540
Vista® Cool	45 years	20 years	25 years	130 [209]	15 years	N/A	1/540
Legacy® 	50 years	20 years	25 years	130 [209]	15 years	Lifetime	1/600
DESIGNER SHINGLES							
Windsor® 	50 years	20 years	25 years	140 [225]	15 years	Lifetime	1/600

## COVERAGE BEYOND THE RIGHT START™ PERIOD

The non-prorated Right Start™ Period for *commercial buildings* 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.

## 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 Certified Commercial Contractor will warrant the initial two (2) 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.

## SYSTEM REQUIREMENTS

The Certified Commercial 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® SG	Secure Start® HT	12" RidgeFlex®
	Secure Start® Plus		EZ-Ridge®
	Secure Start® Permeable		EZ-Ridge® XT
	Arctic Seal® [full deck coverage]		
	Secure Start® HT [full deck coverage]		

\* Required if code specifies it or when ice and water protection is used in the roofing system.

## WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Certified Commercial Contractors are also covered against loss from wind damage for fifteen (15) years.

**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 Certified Commercial Warranty offers **two levels of coverage** against damage due to **discoloration caused by the development of blue-green algae**. The algae protection warranty applies only to blue-green algae [*Gloeocapsa*

*magma*]. The warranty does not extend to, and expressly excludes, all other forms of algae, mold, mildew, lichens, moss, or any other biological growths.

SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™ <sup>1</sup> . [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 names in Table 1]
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime coverage</i> <sup>2</sup> , subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has twenty-five (25) years of coverage, 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 blue-green 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 ten (10) 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 ten (10) years, Malarkey's maximum payment is <i>prorated</i> , 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 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 ten (10) 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 ten (10) 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 coverage for algae on AR shingles.

<sup>1</sup> Scotchgard, the Scotchgard logo and 3M are trademarks of the 3M Company.

<sup>2</sup> "Lifetime" coverage is in effect as long as you, the original building owner or eligible subsequent owner [following a successful warranty transfer—see *TRANSFERABILITY* section for more information], maintain ownership of the building [or structure] where the Malarkey shingles and accessories were installed.

## 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	Arctic Seal® self-adhering underlayment and OmniSeal® Cap	12 years
System B: Two-Ply	OmniSeal® Ply and OmniSeal® Cap	15 years
System C: Three-Ply	OmniSeal® Base, OmniSeal® Ply, and OmniSeal® Cap	17 years

Warranty coverage begins from the date installation of the membranes is complete, inspections concluded, and includes any manufacturing defects discovered during the warranty coverage period[s] listed in the table above. The maximum liability will be for materials to replace the covered low slope roof system with the same or similar materials.

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 Certified Commercial Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified 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 Certified Commercial 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.

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 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/warranties/certified-commercial-warranty-transfer-application/](http://www.malarkeyroofing.com/warranties/certified-commercial-warranty-transfer-application/) or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: [malarkey.warrantyinquiries@amrize.com](mailto:malarkey.warrantyinquiries@amrize.com).

## REQUIRED COMPONENTS, PROCEDURES AND STANDARDS

1. Malarkey Roofing Products® only - shingles, accessory, and low slope products - must be installed on the structure to be eligible for the Certified Commercial Warranty.

2. All work must be completed by a Malarkey Certified Commercial Contractor and installed according to Malarkey's latest, published shingle installation instructions, Additional Installation Requirements for Steep Slope Commercial Projects, 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. Application of 6"-wide [152 mm], Arctic Seal® self-adhering stripping plies are required around sheet metal accessory penetrations, flanges, and flashings.
7. 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.
8. Smart Start® starter shingles to be applied to both eave and rake edges of the roof.
9. Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the certified contractor, and material supplier, including costs for warranty registration, installation, supplies, etc.
10. Warranty registration requires proof of purchase.
11. Submit a completed Commercial Steep Slope Warranty application two (2) weeks prior to the start of the project. Failure to submit an application prior to job start may result in additional warranty fees or non-issuance of a warranty.

## EXCLUSIONS

The Certified Commercial Warranty covers *defects in manufacturing and workmanship*. It includes the Malarkey roofing shingles listed in Table 1, related accessories, and low slope membranes 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:

- Installation by a contractor other than a Malarkey Certified Commercial Contractor
- Improper ventilation
- Improper transportation, storage, or handling of shingles and/or accessories
- Defects in, or failure of, flashing or metal 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
- 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 *ALGAE RESISTANCE COVERAGE* section]
- Deterioration or distortion caused by power washing, moss, mold, mildew, or other vegetation, animal droppings/leavings, 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 force majeure events
- 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.

## APPLICATION AND REGISTRATION

As stated previously, commercial warranted projects require an application from a Malarkey *Certified Commercial Contractor* so Malarkey can better understand project specifications, meet building owner[s], and agree on an inspection schedule. For an application, check the materials you were issued when becoming certified [there should be one there], contact your local commercial sales representative or Malarkey's Technical Services Department by phone at (800) 545-1191 or email: [malarkey.technicalinquiries@amrize.com](mailto:malarkey.technicalinquiries@amrize.com).

The warranty registration fee is payable in US dollars. Malarkey is not responsible for any additional bank fees, taxes or transactions that have been implemented by your banking institution. Please contact your local customs office or banking institutions should you have any questions.

CANADA ONLY: If you would like to pay via business cheque, please mail your payment [business cheque] to the Malarkey Corporate office Attn: Warranty Services Department.

## COMPENSATION

Malarkey may, at its sole discretion under this Certified Commercial 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. Warranty claims shall be made in writing by certified or registered mail [or email] and accompanied by proof of purchase. Warranty claims must be made within thirty (30) days of discovery and prior to any permanent repairs being made.

**Malarkey Warranty Services Department**  
P.O. Box 17217  
Portland, OR 97217  
[malarkey.warrantyinquiries@amrize.com](mailto:malarkey.warrantyinquiries@amrize.com)

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, if roofing materials or workmanship are defective, Malarkey will perform its obligations under this warranty. Any cost in excess of the prorated adjustment if loss is discovered after the non-prorated 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. THE TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE ENTIRETY OF YOUR LIMITED WARRANTY, REGARDLESS OF ANY FUTURE REVISIONS OF WARRANTY TERMS FOR LATER-INSTALLED SHINGLES.

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. NO SAMPLE WARRANTY AVAILABLE ON MALARKEY'S WEBSITE OR ELSEWHERE WHOSE TERMS AND CONDITIONS DIFFER FROM THOSE CONTAINED HEREIN WILL BE APPLICABLE TO YOUR SHINGLES.

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 CLAIM, DISPUTE, OR CONTROVERSY RELATING TO OR ARISING FROM THIS WARRANTY SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION [OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR] THEN IN EFFECT. The expenses of the arbitration shall be allocated among the parties by the arbitrator[s] as part of the award, which shall include the prevailing party's reasonable attorneys' fees and costs, including expert fees. THIS IS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

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 Certified Commercial Warranty will not be valid until the Certified Commercial Contractor who installed the roof completes the WARRANTY REGISTRATION online at [www.malarkeyroofing.com](http://www.malarkeyroofing.com), and the warranty has been accepted by Malarkey Roofing Products®.

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, commercial sales representative, or Malarkey's Warranty Services Department by phone at (800) 545-1191 or email: [malarkey.warrantyinquiries@amrize.com](mailto:malarkey.warrantyinquiries@amrize.com).

Malarkey's website at [www.malarkeyroofing.com/professionals](http://www.malarkeyroofing.com/professionals) is another good source of information.

Thank you for choosing Malarkey Roofing Products®.

### Mailing Address:

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Portland, OR 97217  
Office: 503.283.1191 | 800.545.1191 | Fax: 503.289.7644  
[www.MalarkeyRoofing.com](http://www.MalarkeyRoofing.com)

## PLEASE NOTE:

**THIS IS A SAMPLE WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY. ONCE YOU RECEIVE A WARRANTY CERTIFICATE FROM YOUR CONTRACTOR, PLEASE CALL 800.545.1191 AND ASK FOR THE WARRANTY SERVICES DEPARTMENT IF YOU WISH TO SEE A COPY OF YOUR WARRANTY.**