

# Shingle & Accessory CERTIFIED PRO WARRANTY

Available exclusively through Malarkey Certified Pro Contractors.

# Why choose a Certified Pro Contractor?

## **TRUST**

Trust in professional and knowledgeable contractors who can explain any aspect of your roofing project.

## CONFIDENCE

Confidence your roof is installed correctly per Malarkey specifications.

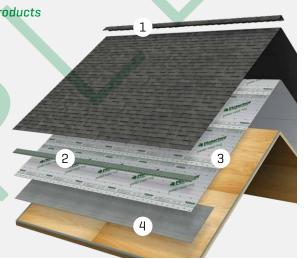
## RELIABILITY

Reliability from committed contractors who are proud to install Malarkey Secure Choice™ Roofing Systems.



Make it a Secure Choice™ with Malarkey Supporting Products

- 1. Hip and Ridge Shingles: High-profile ridge EZ-Ridge® [8" and 10"] and standard low-profile RidgeFlex® [10" and 12") all feature Scotchgard™ Protector from 3M, NEX® polymer modified asphalt, and a high-performance UL 2218 Class 4 impact resistance rating.
- 2. Starter Shingles: Smart Start® Starter Shingles are specifically designed to increase protection against moisture intrusion and blow-off.
- 3. Underlayment: Offering a range of fiberglass polymer modified asphalt underlayments as well as synthetic products for your roof.
- 4. Ice and Water Protection: Arctic Seal® and Secure Start® HT are very effective as flashing membranes in valleys, rakes, skylights and pipe penetrations.



# Compare Certified Pro with Other Malarkey Warranties

WARRANTY

WARRANTY PERIOD

WARRANTY **PERIOD** (OTHER STRUCTURES) RIGHT START™ NON-PRORATED **WARRANTY** PERIOD (SINGLE FAMILY)

RIGHT START™ NON-PRORATED WARRANTY PERIOD (OTHER STRUCTURES)

ALGAE RESISTANCE **COVERAGE** 

**SLOPE** COVERAGE

LOW

10-12

Years

WIND WARRANTY **COVERAGE & SPEED** 



Limited Lifetime 40-50 Years

50 Years

20 Years

Products with Scotchgard™ Protector: **Limited Lifetime** 

AR Products:

10-15 years

15 years **Enhanced Wind Warranty** (automatic): 130 mph/209 kph (Windsor® shingle line: 140 mph/225 kph)

Refer to the Warranty section - Wind Damage Coverage



Shingle and Accessory Warranty

Limited Lifetime 40-50 Years 10-20 Years

10-20 Years

Products with Scotchaard™ Protector: **Limited Lifetime** 

AR Products: 10-15 years

N/A

15 years Limited Wind Warranty: 110 mph/177 kph

**Enhanced Wind Warranty:** 130 mph/ 209 kph -using 4 nails (Windsor® shingle line: 140 mph/225 kph -using 5 nails)



# CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL WARRANTY

Thank you for choosing Malarkey Roofing Products® [Malarkey] shingles for your recent roofing project. Our **Certified Pro Warranty** [the Warranty] is available exclusively through Malarkey's *Certified Contractor Program* and offers customers an enhanced roofing system warranty backed by quality Malarkey products.

An eligible Secure Choice™ Roofing System (SCRS) consists of Malarkey shingles (see Table 1 for a complete list) and three (3) or more Malarkey accessory products, and shall be installed by a Malarkey Certified Pro Contractor using our latest published installation instructions and adopted building code requirements.

#### THE CERTIFIED PRO WARRANTY: WHO AND WHAT IS COVERED

Two distinct types of housing are covered under the Warranty:

#### Single Family, Detached Residences

- A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against manufacturing defects that adversely affect performance of the roofing system. It is offered to individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence. "Lifetime" coverage remains in effect as long as the original owner or eligible subsequent owner maintains as their primary residence, the house where the Malarkey SCRS was installed.

#### Other Structures

 Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner(s) as their primary residence, other structures such as duplexes, townhouses, apartment buildings, condominiums, churches, hospitals, schools, cooperative housing arrangements or buildings owned by corporations, trusts or government entities. These structures are covered against manufacturing defects for forty [40] to fifty [50] years based on the product listed in Table 1.

**Note:** A one-time transfer of the warranty to a second owner is allowed under the program (e.g., following the sale of the house or 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 [SINGLE FAMILY]	WARRANTY PERIOD [OTHER STRUCTURES]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [SINGLE FAMILY]	RIGHT START™ NON-PRORATED WARRANTY PERIOD (OTHER STRUCTURES)	ENHANCED WIND WARRANTY COVERAGE MPH [KPH]	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	PRORATED REDUCTION PER MONTH
LAMINATE SHINGLES								
Highlander <sup>®</sup>	Lifetime	40 years	50 years	20 years	130 (209)	15 years	N/A	1/480
Highlander® AR	Lifetime	40 years	50 years	20 years	130 (209)	15 years	10 years	1/480
Ecoasis <sup>®</sup>	Lifetime	40 years	50 years	20 years	130 (209)	15 years	N/A	1/480
Vista®	Lifetime	45 years	50 years	20 years	130 (209)	15 years	N/A	1/540
Vista® AR	Lifetime	45 years	50 years	20 years	130 (209)	15 years	15 years	1/540
Legacy®	Lifetime	50 years	50 years	20 years	130 (209)	15 years	N/A	1/600
Legacy® 💆	Lifetime	50 years	50 years	20 years	130 (209)	15 years	Lifetime	1/600
DESIGNER SHINGLES								
Windsor® South	Lifetime	50 years	50 years	20 years	140 (225)	15 years	Lifetime	1/600



# Malarkey Roofing Products<sup>®</sup> and related warranties stand with any in the industry. The warranty coverage includes:

 A non-prorated Right Start™ Period: Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

# **COVERAGE BEYOND THE RIGHT START™ PERIOD**

Once the non-prorated Right Start™ Period has passed for Single Family structures, if any Malarkey component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those Malarkey components are prorated and retain 20% of their original value.

The non-prorated Right Start™ Period for Other Structures 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.

#### **SYSTEM REQUIREMENTS**

The Certified Pro Warranty requires Malarkey shingles as well as three [3] or more Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

STAR		UNDERLAYMENT	ICE AND WATER PROTECTION <sup>+</sup>	HIP AND RIDGE SHINGLES
Smart	t Start®	Right Start® UDL	Arctic Seal®	10" RidgeFlex®
Winds Starte		Secure Start® Synthetic line	Secure Start® HT	12" RidgeFlex®
		Arctic Seal® (full deck coverage)		EZ-Ridge®
		Secure Start® HT [full deck coverage]		EZ-Ridge® XT
+ D		and the second second		· .

<sup>\*</sup> Required if code speculates or when ice and water is used in the roofing system.

#### **WIND DAMAGE COVERAGE**

Malarkey SCRS's completed by Certified Pro Contractors are 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 Pro Warranty offers two levels of coverage against damage due to discoloration caused by the development of bluegreen algae (primarily the cyanobacteria Gloeocapsa spp):

	MALARKEY SHINGLES THAT	MALARKEY SHINGLES THAT	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 MEMBRANES INCLUDED  WARRANTY COVERAGE			
SHINGLES	FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™1. [In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.]	FEATURE ALGAE RESISTANT [AR] PROTECTION [Shingles with "AR" next to their name in Table 1]				
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has lifetime coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten [10] or fifteen [15] years of coverage (depending on the shingle), subject to the conditions and	System A: Two-Ply System B: Two-Ply System C:	Arctic Seal® self-adhering underlayment and OmniSeal® Cap OmniSeal® Ply and OmniSeal® Cap OmniSeal® Base, OmniSeal® Ply,	PERIOD 10 years 10 years 12 years	
COVERAGE	For the first twenty [20] years from the date of installation, for those shingles that exhibit discoloration due to bluegreen algae, we will cover the cost, including labor [as reasonably determined by Malarkey], to repair or replace the affected shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	limitations listed below.  For the first five [5] years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the affected shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	Three-Ply and OmniSeal® Cap  Warranty coverage begins from the date installation of the membranes is complete and includes any manufacturing defects discovered during the warranty coverage period(s) listed in the tababove. 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 t limited warranty. Such components include but are not limited to:  - The underlying roof deck - Insulation and related fasteners			
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is prorated, based on the number of months elapsed in the warranty period.	After five [5] years, Malarkey's maximum payment is prorated, the value determined by a certain percentage based on the remaining number of months in the warranty.	<ul><li>Assorted me joints, etc.</li><li>Plastic acce</li><li>Penetrations</li><li>Solar photos</li></ul>	Plastic accessories Penetrations like skylights and hatches Solar photovoltaic panels		
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.	<ul> <li>Roof coatings</li> <li>Surfacing, ballast of aggregates/gravel</li> <li>TRANSFERABILITY</li> <li>The Certified Pro Warranty can be transferred once during the life of the warranty. Malarkey must be notified and a warranty transplication must be completed within sixty (60) days of real estatransfer or warranty becomes void. Transfer information shall incompleted.</li> </ul>			
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 five [5] 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 five [5] years, the payment will be prorated until the end of term listed in Table 1, Algae Resistance Coverage. After the warranty period expires,	<ul> <li>The name, a</li> <li>The address</li> <li>The date of t</li> <li>The name, a</li> <li>Contractor</li> <li>Proof of pure</li> <li>The name are</li> <li>The date of t</li> <li>If the transfer to new owner is e</li> <li>Start™ Period. I</li> </ul>	ddress, and phone of the original hold where the shingles were installed the original, completed installation ddress, and phone of the Malarkey Cer chase nd address of the new owner	er of the warranty ctified Pro riod, the eligible arranty and Right able as long as	

the warranty period expires, there is no coverage for algae

on AR shingles.

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 Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible

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

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-pro-premium-warranty-transfer-application or by contacting Malarkey's Warranty Department at [800] 545-1191 or email: malarkey.warrantyinquiries@amrize.com.

#### REQUIRED COMPONENTS, PROCEDURES, AND STANDARDS

- 1. Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Certified Pro Warranty.
- 2. All work must be completed by a Malarkey *Certified Pro* or *Premium Contractor* and installed according to Malarkey's latest published installation instructions 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 strongly recommends installing sheathing when wood board decking is the existing substrate and required when boards are greater than 6" [152 mm] wide. 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.
  - Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tearoff 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. Smart Start\* starter shingles to be applied to both eave and rake edges of the roof.
- 7. 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.
- 8. Warranty registration requires proof of purchase.
- 9. Warranty must be purchased and registered by certified contractor within forty-five (45) days of installation.

#### **EXCLUSIONS**

The Certified Pro Warranty covers only manufacturing defects in Malarkey shingles. It includes the Malarkey roofing shingles listed in Table 1 and related accessories 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 Pro or Premium 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.

### **REGISTRATION**

Warranties must be filed online by your Malarkey Certified Roofing Contractor. The warranty registration fee, which will be quoted by your contractor, 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 Pro 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**

 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.warrantyinguiries@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 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 LATERINSTALLED 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 Pro Warranty will not be valid until the Certified Pro Contractor who installed the roof completes the WARRANTY REGISTRATION online at 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, Certified Pro sales representative, or Malarkey's Warranty Department by phone at [800] 545-1191 or email: malarkey.warrantyinquiries@amrize.com.

Malarkey's website at www.malarkeyroofing.com/homeowners/certified-contractors is another good source of information.

#### Mailing Address:

P.O. Box 17217 Portland, OR 97217

Office: 503.283.1191 | 800.545.1191 | Fax: 503.289.7644 www.MalarkeyRoofing.com

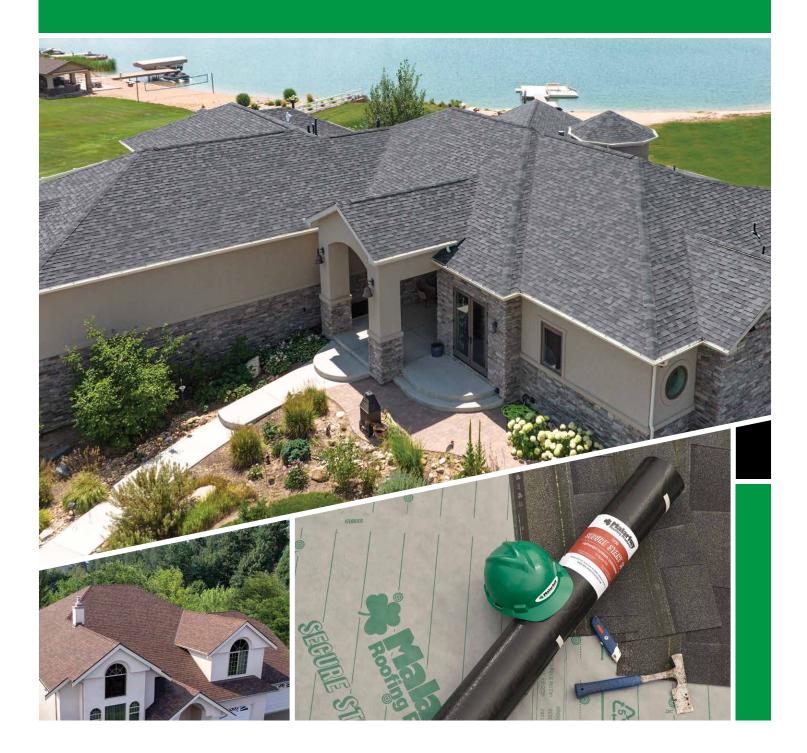
#### PLEASE NOTE:

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.

Rev. 06/25







# Thank you for choosing MALARKEY ROOFING PRODUCTS®

to protect your home, and help preserve our environment.