



SHINGLE WARRANTY

LIMITED PRODUCT WARRANTY:

Malarkey Roofing Products (Malarkey) warrants to the original building owner that the Malarkey shingles installed upon their roof carry a limited pro-rated warranty that the shingles are free from manufacturing defects subject to the conditions and limitations listed below.

RIGHT START PERIOD:

If, during the Right Start Period 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 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) 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 (5) years from the date of installation [10 years for Legacy (272), Legacy AB (273) and Ecoasis Premium (283)] 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 singles to self-seal during installation. Malarkey’s liability under this section is, at its option to repair or replace the shingles damaged or blown off by the wind, or to pay to the owner an amount not exceeding the dollar limits expressed in Table 1. No amount shall be paid for removal of damaged shingles or the installation of replacement 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 Installation Instructions.

ENHANCED WIND WARRANTY:

An Enhanced Wind Warranty (winds up to the wind speed listed in Table 1, Column “Enhanced Wind Speed”) is also available. In addition to all other conditions listed, roof system must include: (1) attachment of shingles using six (6) nails; (2) Malarkey Smart Start Starter Shingle (220); (3) one of the following - (I) Right Start UDL, (II) Arctic Seal 401, or any (III) Malarkey Hip and Ridge shingle [EZ Ridge (222 or 224) or Hip & Ridge Strips (225-226-227)][†].

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 the conditions and limitations listed below. Malarkey also offers some products with a ten (10) year Malarkey Algae Resistant Warranty. Malarkey’s 10-year algae resistant shingle wrap-pers are labelled with an ‘AR’ designation instead of the Scotchgard logo. Algae growth on your shingles can cause unsightly discoloration. Malarkey’s sole liability under this is to, at its option, repair or replace 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 resistant 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 to algae will be an amount not exceeding the dollar amounts expressed in Table 1 plus reasonable installation costs for your area as defined by RS Means. 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 based on the number of months elapsed in the warranty period divided by the warranty period in length (years). Any costs in excess of the pro-rated adjustment are the owner’s responsibility. (Warranty Continued On Reverse Side)

TABLE 1

Shingle	Term	Wind	Enhanced Wind ‡	Right Start Period	Dollar limit/Sq.
DuraSeal™ 20	240 mos	60 mph	n/a	3 years	\$ 50
DuraSeal™ 25	300 mos	60 mph	n/a	3 years	\$ 60
The Alaskan™	420 mos	100 mph	120 mph	5 years	\$ 75
Hurricane™ AB*	420 mos	100 mph	120 mph	5 years	\$ 80
Highlander-CS™	360 mos	70 mph	110 mph	5 years	\$ 65
Highlander-CS™ AR†	360 mos	70 mph	110 mph	5 years	\$ 70
Northwest-XL™	480 mos	80 mph	110 mph	7 years	\$ 80
Northwest-XL™ AB*	480 mos	80 mph	110 mph	7 years	\$ 85
Legacy®	600 mos	110 mph	130 mph	10 years	\$ 95
Legacy® AB*	600 mos	110 mph	130 mph	10 years	\$100
Ecoasis™	480 mos	80 mph	110 mph	7 years	\$125
Ecoasis™ Premium AB*	600 mos	110 mph	130 mph	10 years	\$165

*Featuring Scotchgard™ Algae Resistant Roofing System from 3M †Featuring Algae Resistant Granules
‡See Limited Wind Warranty & Enhanced Wind Warranty section for details

Return to: MALARKEY ROOFING PRODUCTS
P.O. BOX 17217, PORTLAND, OREGON 97217-0217



Registration of Shingle Warranty

PRODUCT USED
(please check one)

- ☐ DuraSeal™ 20
- ☐ DuraSeal™ 25
- ☐ The Alaskan™
- ☐ Hurricane™ AB
- ☐ Highlander-CS™
- ☐ Highlander-CS™ AR
- ☐ Northwest-XL™
- ☐ Northwest-XL™ AB
- ☐ Legacy®
- ☐ Legacy® AB
- ☐ Ecoasis™
- ☐ Ecoasis™ Premium AB

240 mos

300 mos

420 mos

420 mos

360 mos

360 mos

480 mos

480 mos

600 mos

600 mos

480 mos

600 mos

☐ ENHANCED
WIND WARRANTY

- ☐ Smart Start (220)
and
- ☐ Right Start UDL (501UDL)
or
- ☐ Arctic Seal (401)
or
- ☐ Hip and Ridge Product
- ☐ EZ-Ridge (222)
- ☐ EZ-Ridge XT (224)
- ☐ Hip & Ridge Strips AB (225)
- ☐ Hip & Ridge Strips (226)
- ☐ 12” Hip & Ridge Strips AB (227)
- ☐ The Alaskan (230) or Hurricane (240)
used as hip and ridge shingles.

Warranty Period Begins on
Installation Completion Date _____

Building Owner _____
Address _____
City _____ State _____ ZIP _____
Project Address (if different) _____

Number of squares _____
Shingle color _____
Roofing Contractor _____
Address _____
City _____ State _____ ZIP _____

(please print in ink or type)

TRANSFERABILITY:

During the Right start period the ownership may 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 and Limited Algae Block Warranty (if the product features 3M’s Algae Block Copper Granule system). To transfer the warranty, the current holder of the warranty must notify Malarkey in writing within thirty (30) days from the date the title to 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 installation completion; proof of purchase; address of the property on which the shingle are installed; the name and address of the new owner; date of the transfer of title. If Malarkey is not notified of the transfer as outlined above, the warranty shall not transfer and Malarkey will have no further liability.

EXCLUSIONS:

This warranty covers only manufacturing defects in Malarkey shingles. This warranty covers the asphalt shingle products listed in Table 1 and sold and installed in the U.S. and Canada. 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 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 foundation 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 and other “acts of God”.
12. Fire or 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 fall or winter may not seal until the following spring; therefore, 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 not a manufacturing defect. 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 this warranty 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 LIMITED SHINGLE WARRANTY AND LIMITED WIND WARRANTY PROVIDED FOR THE ABOVE ARE THE ONLY EXPRESSED 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. 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 DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, THERE MAY BE OTHER RIGHTS WHICH VARY STATE TO STATE AND PROVINCE TO PROVINCE.

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. The shingle warranty may also be activated online. Please go to www.MalarkeyRoofing.com and complete the online Shingle Warranty under “Warranty Info And Registration” (found in “General Resources”). Warranty registration must be received by Malarkey 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.

¹Some contractors adapt roofing shingles for use as a hip and ridge shingle. If your contractor uses this method, the Enhanced Wind Warranty will apply when **The Alaskan (230)** or **Hurricane (240)** is used as hip and ridge shingles.