



## LIMITED SYSTEMS WARRANTY

Subject to the conditions and limitations set forth below, Malarkey Roofing Products® [Malarkey] warrants to the owner of the Malarkey products registered that such products are free from manufacturing defects and will remain serviceable under normal conditions of intended use from date of installation to end of the warranty period.

In the event any such Malarkey roofing products are shown to have actual manufacturing defects that cause leaks, Malarkey, at its sole election, shall either: [a] replace such materials; or [b] repair any water leaks up to the maximum liability described below; or [c] provide a refund up to the maximum liability described below. The maximum liability for cost of repairs or any refund shall be as follows: During the first year following completion of application, the maximum liability shall be equal to the original cost of the defective Malarkey roofing products, excluding installation costs or costs of flashings, metal work or other materials supplied or manufactured by others. After the first full year, and during each subsequent year, the maximum liability shall be equal to the original cost of the defective Malarkey roofing products, excluding the items described in the preceding sentence, multiplied by the number of remaining years in the warranty period, then divided by the total years in the warranty. In any event claimed, all costs previously incurred by Malarkey for repair or replacement of Malarkey roofing products or for any refund under this warranty shall be deducted in determining the maximum liability.

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.

In the event Malarkey elects not to replace any defective Malarkey roofing products or provide repair, or repairs are not commercially practicable or cannot be timely made, Malarkey shall have the right to elect to refund the owner an amount equal to the maximum liability as determined in accordance with the preceding paragraph.

In order to obtain any remedy under this limited warranty, the owner must notify Malarkey of any defect within 72 hours following owner's first discovery of such defect and confirm such notice in writing. The written notice must be received by Malarkey within ten [10] days of discovery. The owner shall submit with such notice, proof of date of purchase, and completion of proper application in order to provide Malarkey an opportunity to investigate the claim and examine materials claimed to be defective. All notices shall be sent to Malarkey Roofing Products, P.O. Box 17217, Portland, OR 97217. After receipt of written notice, including all of the required information described above, Malarkey shall then inspect the claimed defect before determining whether it will replace, repair, or refund. The owner's failure to give notice as required or permit inspection or sampling of the Malarkey roofing products shall constitute a waiver by the owner of all warranty claims. Malarkey reserves the right to discontinue or modify any of its products and shall not be liable to the owner as a result of any discontinuance or modification.

### LIMITATIONS

Malarkey shall have no liability under this warranty for:

1. Defects or failure of, or damage caused by, materials used as a roofing base over which Malarkey roofing products are applied.
2. Damage to the roof caused by settlement, distortion, failure or cracking of the roof deck, walls, or foundation of the building.
3. Damage caused by traffic or storage of materials on the roof.
4. Damage caused by severe weather, including but not limited to lightning, tornado, hail, flood, earthquake, or windstorms.
5. Damage caused by fire, explosion, chemicals, solid objects falling on the roof, radiation, or any cause other than ordinary wear and tear.
6. Defects, damage to, or failure of flashing, metal work, or other material furnished by others.
7. Defects or failure caused by improper installation not in accordance with Malarkey's roofing specifications, application instructions, building code and local amendments, and approved roofing practices.
8. Improper ventilation.
9. Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products.
10. Ponding water
11. Damage to the roof due to causes other than inherent manufacturing defects in Malarkey roofing products.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS AND/OR IMPLIED WARRANTY MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. 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 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 as registered and is not transferable to any subsequent owner of this structure on which the product is placed or to any other person.

This warranty will not be valid until the building contractor registers the warranty. Warranty registration must be received by Malarkey

### CHOICE OF LOW SLOPE ROOFING SYSTEMS

#### 10-YEAR SYSTEMS

401 + 430

#### 12-YEAR SYSTEMS

410 + 430

#### 15-YEAR SYSTEMS

420 + 430

#### 17-YEAR SYSTEMS

410 + 420 + 430

420 + 420 + 430

### LIMITED SYSTEMS WARRANTY REGISTRATION



To register your warranty, complete the online Limited Systems Warranty Registration Form by scanning this code, or visiting: [WWW.MALARKEYROOFING.COM/WARRANTIES](http://WWW.MALARKEYROOFING.COM/WARRANTIES) and selecting the link to the Limited Systems Warranty.

#### Mailing Address:

P.O. Box 17217, Portland, OR 97217  
O: 503.283.1191 | 800.545.1191 | F: 503.289.7644  
[www.MalarkeyRoofing.com](http://www.MalarkeyRoofing.com)

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within thirty (30) days of installation. Failure to comply with this condition shall void all warranties, express or implied, and the product(s) shall be sold as is and without warranty.

The owner should retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.

### SYSTEMS KEY

BASE/PLY SHEETS	CAP SHEETS
401 Arctic Seal®	430 OmniSeal® Cap
410 OmniSeal® Base	
420 OmniSeal® Ply	

Install systems per manufacturer's installation instructions.

Thank you for choosing  
**MALARKEY ROOFING PRODUCTS®**