



# SECURE START® HT

## LIMITED LIFETIME WARRANTY

Thank you for your purchase of Malarkey Roofing Products® (Malarkey) **Secure Start® HT** underlayment. Malarkey offers a LIMITED LIFETIME WARRANTY to you, the original owner (not the contractor or builder), against manufacturing defects that adversely affect the performance of the product and cause leaks attributable to the Secure Start® HT.

“Lifetime” coverage is subject to the conditions and limitations listed below and is in effect as long as you, the original owner, maintain as your primary residence, the property where Secure Start® HT was installed<sup>1</sup>.

When applied as part of a complete roofing system, Secure Start® HT carries a LIMITED LIFETIME WARRANTY as the underlayment under the primary roof covering<sup>2</sup>. The roofing system must be applied by a state-licensed roofing contractor, and installation must follow all applicable building code requirements, established industry standards, and Malarkey’s or the primary roofing manufacturer’s published installation instructions. Any difference in installation instructions between Malarkey and the primary roofing manufacturer’s instructions must be approved by Malarkey.

For any portion of the Malarkey underlayment that does not perform as stated above, after inspection by Malarkey’s authorized representative and a positive determination of material defect, Malarkey will either reimburse the original purchase price or provide replacement materials of equal quality and value. Malarkey reserves the right to repair or replace Secure Start® HT instead of reimbursing the owner for the underlayment. The remedy under this warranty is available only for that portion of your Malarkey underlayment exhibiting defects. The replacement Malarkey underlayment, as well as any remaining original Malarkey underlayment, will be warranted only for the remainder of the original warranty period.

For a Malarkey underlayment installed more than 10 years, replacement shall be prorated based upon the number of months the underlayment has been installed on the roof.

<sup>1</sup> Should this situation change and the property no longer the owner’s primary residence, the terms of the warranty will revert to terms in our 10-Year Limited Warranty and prorated based upon the amount of time Secure Start® HT has been on the roof.

<sup>2</sup> A LIMITED LIFETIME WARRANTY is also available when Secure Start® HT is installed with a qualified selection of Malarkey composition shingles. Please see our *Shingle & Accessory Warranty* at [WWW.MALARKEYROOFING.COM/warranties](http://WWW.MALARKEYROOFING.COM/warranties) for details.

### TRANSFERABILITY

This warranty is not TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.

### EXCLUSIONS

This warranty covers only manufacturing defects in Malarkey products which result in leaks. This warranty covers Secure Start® HT sold and installed in the U.S. and Canada. It does not cover other products such as roof covering, flashing and metal work or damage to products attributable in whole or in part to other causes including, but not limited to:

1. Improper installation not in accordance with Malarkey installation instructions, the instructions of the primary roof covering manufacturer, building code and local amendments, and established industry standards and practices
2. Leaks caused by the application of fasteners, including installation of the primary roof covering and rooftop appurtenances
3. Improper ventilation
4. Improper storage or handling
5. Inordinate traffic on or over the roof prior to application of the primary roof covering
6. Exposure to the weather if uncovered for more than six (6) months prior to application of the primary roof covering
7. Defects in, or failure of the primary roof covering, flashing or metal work, under which Malarkey products are applied
8. Equipment installations, structural changes or other alterations to the roof after application of Malarkey products, including painting or the application of cleaning solutions, coatings or other modifications
9. Settlement or distortion, failure or cracking of the roof decks, walls or foundation of the building
10. Impacts of foreign objects
11. Violent or unusual weather conditions such as tornadoes, hailstorms, high winds, floods and other extreme forces of nature, Acts of God, etc.
12. Fire, acts of vandalism, and other, similar occurrences
13. Replacement of the original roof covering
14. Any costs you incur which are not authorized in advance by Malarkey

### CLAIMS PROCEDURE

1. Warranty claims shall be made in writing by certified or registered mail to the address below and accompanied by proof of purchase. Warranty claims must be made

within 30 days of discovery and prior to any repairs being made.

**Malarkey Warranty Services Department**  
**P.O. Box 17217**  
**Portland, OR 97217**

2. Malarkey may require the owner to send us, at their expense, photographs and/or samples of the underlayment for testing.
3. Malarkey will be given the opportunity to inspect the roof and 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.
4. 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.
5. After verification the underlayment is defective, Malarkey will perform its obligations under these warranties within forty-five (45) days of receipt of notice, unless performance is delayed by circumstances beyond Malarkey's control. Any cost in excess of the prorated adjustment 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. 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.

This warranty gives the warranty holder specific legal rights and there may be others depending on the state or province. Some states and provinces do not allow these exclusions, limitations, and incidental or consequential

damages, so these may not apply to your situation. These Limited Warranties may not be modified or changed except in writing and signed by an officer of Malarkey. No one (other than an officer of Malarkey) has the authority to assume any additional liability or responsibility for Malarkey in connection with the shingles and accessories except as described above.

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.

#### **WARRANTY REGISTRATION**

Registration of the warranty is not required to receive full stated coverage of the warranty for your product but is recommended. If you choose to register your underlayment installation, complete the online *Secure Start® HT Limited Lifetime Warranty* registration form by scanning the code below, or visiting: [WWW.MALARKEYROOFING.COM/warranties](http://WWW.MALARKEYROOFING.COM/warranties).



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

Thank you for choosing Malarkey Roofing Products®.



P.O. Box 17217, Portland, OR 97217 USA  
503.283.1191 | 800.545.1191 | Fax: 503.289.7644  
[WWW.MALARKEYROOFING.COM](http://WWW.MALARKEYROOFING.COM)