



## Shingle & Accessory Guide

### LIMITED LIFETIME WARRANTY

*Available with select shingles. Please refer to warranty for details.*

### **SHINGLE AND ACCESSORY 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 roofing installation, complete the online Shingle Warranty Registration Activation Form by scanning this code, or visiting:

[WWW.MALARKEYROOFING.COM/WARRANTIES](http://WWW.MALARKEYROOFING.COM/WARRANTIES)

*The owner should retain a copy of the final invoice or contract as proof of purchase of installation.*



*Thank you for choosing Malarkey Roofing Products® [Malarkey] shingles for your recent, home roofing project.*

All of our shingles come with a product warranty [see Table 1 on the next page for a complete listing], as well as the optional Accessory Products used as part of the roof system installation. Malarkey Accessory Products include:

- **Right Start® UDL** and **Secure Start®** line of synthetic field underlayments
- **Arctic Seal®** and **Secure Start® HT** self-adhering underlayments
- **Smart Start®** starter shingles
- **Malarkey Hip and Ridge Shingles** [EZ-Ridge® and RidgeFlex®]<sup>1</sup>

Warranties can be hard to understand, so if you have any questions, refer to our website at [www.malarkeyroofing.com/warranties](http://www.malarkeyroofing.com/warranties), or contact our Warranty Services Department by phone at (800) 545-1191, 7:00 am to 5:00 pm Pacific Time, or email: [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

**Malarkey Roofing Products® warranties stand with any in the industry. Highlights of our coverage include:**

- **A Right Start™ Period:** Every Malarkey warranty begins with a multi-year, non-prorated warranty period designed to protect your shingle investment and get it off to a good start. During this initial period shingles do not depreciate, and you enjoy 100% warranty coverage.
- **Transferability:** A warranty transfer is allowed within 60 days of the change in ownership of the house [see TRANSFERABILITY section].
- **Enhanced Wind Warranty Option:** Every Malarkey warranty includes protection against high winds and increases when you install a roofing system of Malarkey shingles and accessory products.
- **Scotchgard™ Protector:** Malarkey shingles that feature Scotchgard™ Protector from 3M™ also enjoy Limited Lifetime Warranty coverage against discoloration or staining due to blue-green algae growth.
- **Your Choice Warranty Option:** If you prefer another manufacturer's limited warranty to Malarkey's limited warranty for a similar product, we will honor their terms and conditions.

### LIMITED LIFETIME WARRANTY

Most Malarkey shingles come with a Limited Lifetime Warranty against manufacturing defects that adversely affect the performance of the shingle. 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 is in effect as long as you, the original owner or eligible subsequent owner [following a successful warranty transfer], maintain as their primary residence, the house where the Malarkey shingles and accessories were installed.

When Malarkey Limited Lifetime Warrantied shingles are installed with two or more of the Malarkey Accessory Products listed above, those accessory items are also covered by the Limited Lifetime Warranty. Windsor® Starter shingles are not an accessory because they are required in Windsor® shingle installations and therefore covered by the Windsor® shingle warranty.

Other types of properties excluded from Lifetime coverage include houses no longer maintained by the original property owner or eligible subsequent owner as their primary residence, churches, schools, apartment buildings, condominiums, cooperative housing arrangements or buildings owned by corporations, trusts or government entities. These types of dwellings are limited to the warranty period listed in Table 1 under TERM [NOT PRIMARY RESIDENCE].

### RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle listed in Table 1 starts with an initial, non-prorated Right Start™ Period of 7 to 20 years, depending on the product, that states:

If the shingles are found to have manufacturing defects that adversely affect the performance of the shingle, Malarkey will either repair, replace or pay for installation of new shingles plus a reasonable cost for underlayment and other materials.

No payment will be made for tear-off or disposal of old roofing. Malarkey's maximum liability under this warranty shall be equal to the dollar limit [per square\* of material] expressed in Table 1, plus reasonable installation costs as defined by RS Means®<sup>2</sup>. Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only. 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.

\* Square is a roofing term for the amount of material it takes to cover a 10-ft. by 10-ft. area of roof.

<sup>1</sup> Some contractors adapt 3-tab shingles to use as hip and ridge shingles. Dura-Seal® AR 3-tab shingles are allowed as hip and ridge shingles but only when the field shingles are also Dura-Seal® AR.

<sup>2</sup> RS Means®, a product line of Reed Construction Data, is North America's leading supplier of construction cost information. Visit [www.rsmeans.com](http://www.rsmeans.com).

## COVERAGE BEYOND THE RIGHT START™ PERIOD

Once the Right Start™ Period has passed, shingle values for the purpose of replacement are now prorated, decreasing each month by a certain percentage based on the number of months in their warranty, or term. For example, the Vista® shingle has a term of 40 years. Multiple that by the number of months in a year [12], and you get 480 months. Vista's depreciation rate, expressed in the column, REDUCTION PER MONTH [see Table 1], is therefore, 1/480.

Another way to think about it is the dollar limit per square of shingles, reduced by the number of months the shingles have been on the roof.

**Example 1:** A claim for 40 squares of Vista® shingles that was settled 12 years after installation –

- A = number of affected squares: 40
- B = initial dollar limit/SQ: \$80
- C = the number of months that remain on the warranty: 480 [length of the term x 12 months/yr.] minus 144 [12 years shingles were on the roof x 12 months/yr.] = 336 months
- D = length of the term = 480 months
- Prorated warranty value:  $[A \times B \times C] \div D = [40 \times 80 \times 336] \div 480 = \$2,240$

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.

Limited Lifetime Warranty shingles, however, stop depreciating when they reach 80% of their term. Back to our example of the Vista® – its term is 40 years, or 480 months. 80% of 480 months is 384 months; therefore, the Vista® stops depreciating after 32 years  $[384 \div 12 = 32]$ .

### TABLE 1

| SHINGLE   | TERM       | TERM<br>[NOT PRIMARY<br>RESIDENCE] | WIND<br>MPH [KPH] | ENHANCED<br>WIND† [KPH] | RIGHT START™<br>PERIOD<br>[NON-PRORATED] | DOLLAR<br>LIMIT/SQ | REDUCTION<br>PER MONTH* |
|---|------------|------------------------------------|-------------------|-------------------------|--|--------------------|-------------------------|
| <b>3-TAB SHINGLES</b>   |            |                                    |                   |                         |  |                    |                         |
| Dura-Seal® AR   | 300 Months | 25 years                           | 60 [97]           | 70 [113]                | 7 years                                  | \$65               | 1/300                   |
| <b>LAMINATE SHINGLES</b>  |            |                                    |                   |                         |  |                    |                         |
| Highlander® / Highlander® AR  | Lifetime   | 40 years                           | 110 [177]         | 130 [209]               | 10 years                                 | \$75               | 1/480                   |
| Ecoasis®  | Lifetime   | 40 years                           | 110 [177]         | 130 [209]               | 10 years                                 | \$90               | 1/480                   |
| Vista® / Vista® AR  | Lifetime   | 40 years                           | 110 [177]         | 130 [209]               | 15 years                                 | \$85               | 1/480                   |
| Legacy® / Legacy®  | Lifetime   | 50 years                           | 110 [177]         | 130 [209]               | 20 years                                 | \$95 / \$100       | 1/600                   |
| Ecoasis® Premium   | Lifetime   | 50 years                           | 110 [177]         | 130 [209]               | 20 years                                 | \$160              | 1/600                   |
| <b>DESIGNER SHINGLES</b>  |            |                                    |                   |                         |  |                    |                         |
| Windsor®           | Lifetime   | 50 years                           | 110 [177]         | 140 [225]               | 20 years                                 | \$200              | 1/600                   |

† See the Limited Wind Warranty & Enhanced Wind Warranty section for details.

\* The shingle's depreciation rate per month following expiration of the Right Start™ Period.

## ACCESSORY WARRANTIES (FOUR VARIATIONS)

- When you install two or more Malarkey Accessory Products [listed on page 1] with any brand of Malarkey Limited Lifetime Warranty shingles, those accessory products carry the same Limited Lifetime Warranty along with its Right Start™ Period.
- When you install one Malarkey Accessory Product with any brand of Malarkey Limited Lifetime Warranty shingles, that accessory product carries a 20-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
- When you install one or more Malarkey Accessory Products with any Malarkey Non-Limited Lifetime Warranty shingle [i.e., Dura-Seal® AR], those accessory products carry a 10-year warranty against manufacturing defects and a Right Start™ Protection Period of 5 years.
- Installed separately [for example, as part of a competitor's roof system], every Malarkey Accessory Product carries a 10-year warranty against manufacturing defects.

## LIMITED WIND WARRANTY & ENHANCED WIND WARRANTY

Malarkey shingle warranties include two types of wind warranties: a **Limited Wind Warranty** and an **Enhanced Wind Warranty**, and both protect against damage to shingles from high winds [i.e., shingle blow-off] for a period of 15 years.

**Terms and Conditions:** 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.

The Limited Lifetime Warranty covers Malarkey shingles up to the wind speeds in **Table 1, column Wind**.

The Enhanced Wind Warranty covers Malarkey shingles up to the wind speeds in **Table 1, column Enhanced Wind**.

In addition to the Limited Lifetime Warranty conditions, Enhanced Wind Warranty roof systems must also include application of Malarkey Smart Start® starter shingles, and either of Malarkey’s Hip and Ridge shingles (EZ-Ridge® or RidgeFlex®)<sup>3</sup>.

Malarkey’s maximum liability under wind warranties is, at its option, to repair or replace blown-off shingles (including materials and labor), hand-seal (or have hand-sealed) the shingles at our expense, or pay the owner an amount not exceeding the dollar limits expressed in Table 1, plus reasonable installation costs as defined by RS Means®. No amount shall be paid for removal or disposal of damaged shingles.

### LIMITED ALGAE RESISTANT ROOFING SYSTEM WARRANTIES

Malarkey offers two shingle warranties against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa spp*), and both require Malarkey algae resistant hip and ridge shingles<sup>4</sup> (EZ-Ridge® or RidgeFlex®) featuring Scotchgard™ Protector from 3M™<sup>5</sup>.

*The first warranty shares the same Limited Lifetime Warranty coverage offered on those Malarkey field shingles that feature Scotchgard™ Protector from 3M, subject to the conditions and limitations listed below.*

The payment to the owner for those shingles that exhibit discoloration due to blue-green algae will be an amount not exceeding the dollar limits expressed in Table 1 and reasonable installation costs for your area as defined by RS Means®. 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 dollar limits expressed in Table 1 and reasonable installation costs as defined by RS Means®.

*The second warranty covers Malarkey’s Algae Resistant (AR) shingles.*

These shingles are listed in Table 1 in the first column, and have “AR” after their name. These shingles are warrantied against discoloration or staining due to blue-green algae growth, with a prorated settlement after five (5) years (60 months). AR shingles and terms include:

| SHINGLE        | ALGAE WARRANTY TERM |
|----------------|---------------------|
| Vista® AR      | 15 years            |
| Highlander® AR | 10 years            |
| Dura-Seal® AR  | 5 years             |

For claims within the first five years meeting all warranty requirements, the payment to the owner for those shingles that exhibit discoloration due to blue-green algae will be an amount not exceeding the dollar limits expressed in Table 1 and reasonable installation costs for your area as defined by RS Means®.

<sup>3</sup> Dura-Seal® AR shingles used for hip and ridge will qualify for Enhanced Wind Warranty coverage but only when Dura-Seal® AR is also the field shingle.

<sup>4</sup> Dura-Seal® AR shingles used for hip and ridge will satisfy the requirements of algae resistance coverage but only when Dura-Seal® AR is also the field shingle.

<sup>5</sup> Scotchgard™ and 3M™ are trademarks of the 3M Company.

After the first five (5) years (60 months), the settlement is prorated, and Malarkey may, at its discretion, repair, replace or offer a labor payment to cover the reasonable cost for cleaning the affected shingles. The maximum payment under this warranty will be prorated based upon the number of months the shingles have been installed on the roof up to the maximum warranty period. After the warranty period expires, there is no remedy for algae on AR shingles.

Malarkey’s maximum liability for blue-green algae is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the dollar limits expressed in Table 1 and reasonable installation costs as defined by RS Means® (prorated after 60 months).

### TRANSFERABILITY

During the Right Start™ Period, these warranties may be transferred, but only by the original property owner to the first subsequent owner, after notification to Malarkey as described below. If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of the original warranty and Right Start™ period. “Lifetime” warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence. If the transfer occurs after the Right Start™ Period, the warranty to the subsequent owner will be limited to two (2) years from the date of the real estate title transfer. Warranty coverage will be as stated in the COVERAGE BEYOND THE RIGHT START™ PERIOD section.

To transfer the warranty, the current holder of the warranty must notify Malarkey’s Warranty Services Department (see the CLAIMS PROCEDURE section) in writing within sixty (60) days from the date the title of the property was changed. We will either send you a *Shingle Warranty Transfer* document to fill out or simply request you provide us with the following information:

- The name, address and phone of the current holder of the warranty
- The date of the original, completed installation
- Proof of purchase
- The address where the shingles were installed
- The name and address of the new owner, and
- The date of title transfer

If Malarkey is not notified of the transfer as outlined above, the warranty shall not transfer, and Malarkey will have no further liability of any nature to the warranty holder.

### EXCLUSIONS

The Limited Lifetime Warranty covers only manufacturing defects in Malarkey shingles that adversely affect the performance of the shingle. It covers the asphalt shingle products listed in Table 1 that are 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:

- Improper fastening or installation not in accordance with Malarkey’s written instructions
- Improper ventilation
- Improper transportation, storage, or handling of shingles and/or accessories
- Defects in, or failure of, flashing or metal work or 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
- Inordinate 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 Limited Algae Resistant Roofing System Warranties section)
- Deterioration or distortion caused by moss, mold, mildew, or other vegetation, 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, tornadoes, hailstorms, winds in excess of Wind Speed Limits (Table 1), or other "Acts of God"
- Fire, acts of vandalism, and other, similar occurrences

**Color Match.** Malarkey reserves the right to discontinue or modify any shingles or accessories, including the colors offered; therefore, replacement shingles due under the warranties may not be an exact match. Even if the same color and style of shingle or accessory is available, the product may not appear to be an exact match to the existing shingles or accessories due to normal weathering, aging, and other factors.

**Wind Warranties.** Shingles that come with a factory-applied self-sealing strip must be subjected to sunlight for several days before full sealing can occur. Shingles installed in fall or winter may not seal until the following spring; consequently, the shingles should be hand-sealed. Shingles which do not receive direct sunlight or 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 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 prior to the end of the first year after installation and Malarkey has been allowed the opportunity to hand-seal any non-sealed shingles at its own expense. 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.

## 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 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.
3. Malarkey may require you to send us, at your expense, photographs and/or sample shingles or accessories for testing.
4. After verification the shingles are 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

THE APPLICABLE 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.



The limited warranty in effect at the time the affected shingles were installed is the only express and/or implied warranty made by Malarkey in connection with the sale of its products. The terms and conditions contained therein shall constitute the entirety of your limited warranty, regardless of any future revisions of warranty terms for later-installed shingles. Please do not rely on any sample warranty available on Malarkey's website or elsewhere whose terms and conditions may differ from those contained in the warranty in effect for your shingles. Please contact our Warranty Services Department at (800) 545-1191 or [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com) to obtain a copy of the limited warranty applicable to your shingles.

Malarkey reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance.

### YOUR CHOICE WARRANTY OPTION

If you prefer another manufacturer's limited warranty coverage for "like" products rather than Malarkey's limited warranty, you may elect to have Malarkey honor the terms and conditions of our competitor's limited warranty in place of Malarkey's limited warranty. To do this, you must select another manufacturer's limited warranty coverage, and Malarkey will then provide limited warranty coverage based on that competitor's current published limited warranty at the time of purchase.

Thank you again for choosing Malarkey Roofing Products®. Enjoy your new roof.

#### Mailing Address:

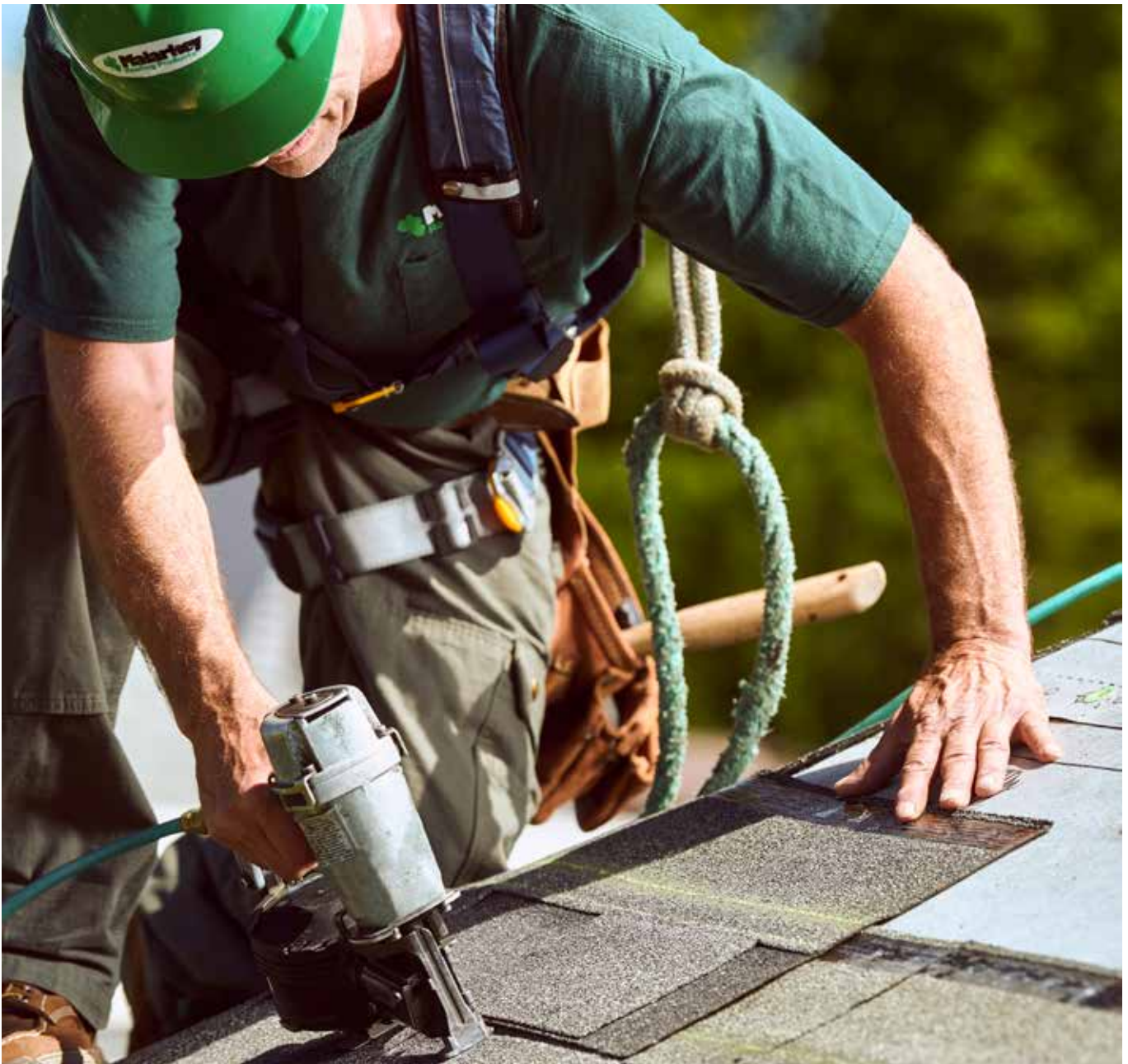
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Thank you for choosing  
**MALARKEY ROOFING PRODUCTS®**  
*to protect your home, and help preserve our environment.*

