



# Concrete and Clay Tile Underlayment Warranty



Thank you for your purchase of Malarkey Roofing Products® (Malarkey) underlayments for your tile roof. Malarkey warrants to you, the original owner (not the contractor or builder), that the Malarkey products used on your roof will be free from manufacturing defects that cause leaks for the warranty terms listed in Table 1. The underlayment must be installed by a state-licensed roofing contractor who is a Tile Roofing Institute (TRI) Certified Installer (Approved Contractor), and installation must follow all applicable building code requirements, and TRI and Malarkey installation instructions.

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 pay the cost of either repairing or replacing your Malarkey underlayment as follows: If your Malarkey underlayment has been applied for less than 10 years, Malarkey will pay the full reasonable cost to repair or replace any of the defective underlayment, including labor to re-install the Malarkey underlayment, including tear-off, disposal, and other related work. **Malarkey reserves the right to arrange directly for your Malarkey underlayment to be repaired or replaced instead of reimbursing you for such work.** The remedy under this warranty is available only for that portion of your Malarkey underlayment actually exhibiting defects at the time of settlement. 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 system installed more than 10 years, the replacement shall be prorated based upon the number of months the underlayment has been installed on the roof.

## EXCLUSIONS

This warranty covers manufacturing defects in Malarkey products which result in leaks. See Table 1 for warranted products sold and installed in the U.S. and Canada. Warranty 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 TRI, Malarkey roofing specifications/application instructions, building code and local amendments, and approved roofing practices; includes failure to install *counter batten systems* when battens are specified
2. Improper ventilation.
3. Improper storage or handling
4. Traffic on or over the roof
5. Defects in, or failure of flashing or metal work, or the primary roof covering under which Malarkey products are applied
6. Damage due to cracked or broken tiles, or as a result of improper construction practices
7. 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
8. Settlement or distortion, failure or cracking of the roof decks, walls, or foundation of the building
9. Impacts of foreign objects
10. Violent or unusual weather conditions such as floods and other forces of nature
11. Fire, acts of vandalism, and other, similar occurrences
12. Replacement of the original roof covering or underlayment
13. Any costs you incur which are not authorized in advance by Malarkey

**TABLE 1: WARRANTIED TILE UNDERLAYMENT SYSTEMS**

PRODUCT(S)	SLOPE REQUIREMENT	WARRANTY TERM	REDUCTION PER MONTH <sup>1</sup>
• Right Start® UDL - 1 Layer	4:12 or higher	10 years	N/A
• Arctic Seal® or Secure Start® HT - 1 Layer	4:12 or higher	15 years	1/180
• Right Start® UDL - 2 Layers	4:12 or higher	20 years	1/240
• Paragon® CHROMA Cap - 1 Layer	2½:12 or higher	15 years	1/180
• Right Start® UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 Layer			
• Right Start® UDL - 1 Layer + Paragon® CHROMA Cap - 1 Layer	2½:12 or higher	20 years	1/240
• Arctic Seal® - 2 Layers			
• Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer			
• OmniSeal® Base/Ply + OmniSeal® Cap	2½:12 or higher	25 years	1/300
• OmniSeal® Base/Ply + OmniSeal® Cap FR	2½:12 or higher	30 years	1/360

<sup>1</sup>Reduction applicable after the first 10 years of installation.

This warranty will not be valid until the owner of the roof completes and submits the online activation form. Please go to [WWW.MALARKEYROOFING.COM](http://WWW.MALARKEYROOFING.COM) and complete the online Clay and Concrete Tile Underlayment Warranty under "Warranties" (found in either the "Residential" or "Commercial" section). 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.

An email confirmation of submission of your warranty will be sent. However, the owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey as validation of their claim.

### TRANSFERABILITY

The warranty may be transferred once within the first five years of the warranty, but only by the original property owner to the first subsequent owner, after notification to Malarkey within thirty (30) days of the transfer of property. If the transfer occurs within this transfer period, the second owner is entitled to the remaining balance of warranty coverage. If the transfer occurs after the transfer period, the warranty to the subsequent owner will be limited to one year from the date of the real estate title transfer.

To transfer the warranty, the current holder of the warranty must complete the online warranty transfer form found on [WWW.MALARKEYROOFING.COM](http://WWW.MALARKEYROOFING.COM) or contact Malarkey's Warranty Department (see Claims Procedure) in writing within thirty (30) days from the date the title of the property changed. The following information must be provided:

1. The name and address of the current holder of the warranty
2. The date of the original completed installation
3. Proof of purchase
4. The address where the warranted underlayment(s) are installed
5. The name and address of the new owner, and
6. 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.

### CLAIMS PROCEDURE

1. The Approved Contractor should be contacted if there is a suspected problem with the underlayment. If the Approved Contractor believes the underlayment may be at fault, Malarkey should be notified within 30 days of discovery and prior to any repairs being made to the roof. The claim should be accompanied by the proof of purchase.
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 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.
4. After verification the product(s) 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.

5. Contact Malarkey's Warranty Department by phone at (800) 545-1191, 7:00 a.m. to 5:00 p.m. Pacific Time, or email [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

Shipments of notices or packages may be sent to:

**Warranty Department  
Malarkey Roofing Products  
3131 N. Columbia Blvd.  
Portland, OR 97217**

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.



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

Rev. 12/23

**Thank you again for choosing the Malarkey Roofing Products® underlayment system for your recent roofing project.**

► If you choose to register your underlayment installation, complete the online Concrete and Clay Tile Underlayment Warranty Form at: **WWW.MALARKEYROOFING.COM** (found in “Warranties” in the “Residential” or “Commercial” sections).

Or fill out the attached Warranty form and send registered mail to:

Malarkey Roofing Products  
P.O. Box 17217  
Portland, OR, 97217

Retain a copy for your records.

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

# WARRANTY REGISTRATION FORM

PLEASE PRINT OR TYPE

Installation Date: \_\_\_\_\_

Building Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

Owner e-mail: \_\_\_\_\_

Project Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

PRIMARY ROOF COVERING:		
<input type="checkbox"/> Clay Tile	<input type="checkbox"/> Concrete Tile	<input type="checkbox"/> OTHER: _____
Number of Squares: _____		Roof Slope: _____

Installer Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

Installer Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

State License Number: \_\_\_\_\_

MALARKEY UNDERLAYMENT(S) INSTALLED <small>(please check one)</small>	
UNDERLAYMENT SYSTEMS	
<input type="checkbox"/> Right Start® UDL - 1 Layer	<input type="checkbox"/> Arctic Seal® - 2 Layers
<input type="checkbox"/> Right Start® UDL - 2 Layers	<input type="checkbox"/> Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer
<input type="checkbox"/> Right Start® UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 layer	<input type="checkbox"/> Paragon® CHROMA Cap - 1 Layer
<input type="checkbox"/> Right Start® UDL - 1 Layer + Paragon® CHROMA Cap - 1 layer	<input type="checkbox"/> OmniSeal® Base/Ply + OmniSeal® Cap
<input type="checkbox"/> Arctic Seal® or Secure Start® HT - 1 Layer	<input type="checkbox"/> OmniSeal® Base/Ply + OmniSeal® Cap FR

PRIMARY ROOF COVERING:		
<input type="checkbox"/> Clay Tile	<input type="checkbox"/> Concrete Tile	<input type="checkbox"/> OTHER: _____
Number of Squares: _____		Roof Slope: _____

Installer Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

Installer Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

State License Number: \_\_\_\_\_

MALARKEY UNDERLAYMENT(S) INSTALLED <small>(please check one)</small>	
UNDERLAYMENT SYSTEMS	
<input type="checkbox"/> Right Start® UDL - 1 Layer	<input type="checkbox"/> Arctic Seal® - 2 Layers
<input type="checkbox"/> Right Start® UDL - 2 Layers	<input type="checkbox"/> Secure Start® HT - 1 Layer + Secure Start® Plus, SG or Permeable - 1 Layer
<input type="checkbox"/> Right Start® UDL - 1 Layer + Arctic Seal® or Secure Start® HT - 1 layer	<input type="checkbox"/> Paragon® CHROMA Cap - 1 Layer
<input type="checkbox"/> Right Start® UDL - 1 Layer + Paragon® CHROMA Cap - 1 layer	<input type="checkbox"/> OmniSeal® Base/Ply + OmniSeal® Cap
<input type="checkbox"/> Arctic Seal® or Secure Start® HT - 1 Layer	<input type="checkbox"/> OmniSeal® Base/Ply + OmniSeal® Cap FR