

Warranty No.:

Project Name:

Address:

City, State, Zip:

OWNER:

Address:

City, State, Zip:

Completion Date:

Issue Date:

Contractor:

Address:

City, State, Zip:

Roof System-Spec (A):

Roof System-Spec (B):

Roof System-Spec (C):

Roof Area:

Length of Warranty:

Maximum Liability: **No Dollar Limit**

**SEE ATTACHMENT "A" With Maintenance & Repair Guidelines**

#### A. COVERED REPAIRS:

Malarkey Roofing Products® (Malarkey) warrants to the above named owner that subject to the conditions and limitations contained in this agreement, the shingle roofing system specified above will remain in a watertight condition for a period of     years from the COMPLETION DATE. If leaks occur, Malarkey will initiate repairs at its own expense if required as a result of the following causes ("Covered Repairs"):

1. Deterioration of the Malarkey roofing system resulting from ordinary wear and tear by the elements;
2. Deficit workmanship on the part of the Malarkey *Commercial Approved Applicator* in the application of the Malarkey roofing system;
3. Splits in the Malarkey roofing shingles not caused by structural movement or failure or by movement of any material underlying the shingles; or
4. Slippage of the roofing shingles.

This warranty is subject to the following additional terms and conditions:

1. This warranty applies only for pre-approved Malarkey shingle roofing systems, which are applied by a Malarkey Commercial Approved Applicator and in accordance with then current Malarkey specifications. Such specifications include, without limitation, use of pre-approved fasteners, underlayment and other associated products for the shingle system.
2. All repairs must be authorized in advance by Malarkey.
3. This warranty will not be in effect unless all premium charges relative to this warranty have been paid to Malarkey in full and all costs for installation and supplies have been paid in full to the contractor and material supplier.

#### B. NOTICE OF CLAIM:

Any claim under this warranty will be waived unless the owner has given Malarkey written notice within thirty (30) days after the leak is discovered or should, by reasonable diligence, have been discovered. The notice must be given in writing to Malarkey at the above address by registered or certified mail.

#### C. WARRANTY EXCLUSIONS:

This warranty does not cover leaks resulting from events beyond the reasonable control of Malarkey or from abuse or mistreatment; these exclusions include but are not limited to the following:

1. Natural disasters including, but not limited to floods, lightning, hail, earthquakes, wind storms, tornadoes and hurricanes;
2. Structural movement or failure or movement of any substrate material underlying the roofing shingles, including defects in application of such substrate materials; such substrate would include but would not be limited to insulation and vapor retarders;
3. Changes in building usage, without prior written approval by Malarkey;
4. Repairs or alterations to the roofing system after completion unless done in a manner prescribed by Malarkey and approved in writing;
5. Damage resulting from installation, alterations or repairs on or through the roof after the completion date without prior written approval by Malarkey of the methods and materials to be used and unless performed by a Malarkey Commercial Approved Applicator. Such installations, alterations and repairs will include, but are not limited to: solar/PV equipment, signs, water or cell phone towers, sprinkler systems, HVAC equipment, and radio or television antennae;
6. Movement or deterioration of accessories adjacent to, built into, or used in conjunction with the shingle roofing system;
7. Damage to the roofing system from chemicals;
8. Building design or construction;
9. Failure of materials supplied by others;
10. Damage caused by impact of foreign objects;
11. Damage resulting from inordinate traffic on the roof for any reason (equipment installation, moss and debris removal, gutter cleaning, etc.);
12. Damage caused by any deliberate or negligent act in maintaining the roof;
13. Variation in color (shading) which may occur from the positioning of colored granules on the shingles;
14. Granule sloughing due to an excessive amount of granules on the shingles; or
15. Lack of proper ventilation.

#### D. LIABILITY LIMITATION:

Where there is a failure of the roofing system resulting in a "Covered Repair," Malarkey will be liable only for the cost of repair of the existing roofing system or installation of a replacement roofing system. Such repairs or replacement must be undertaken by a Malarkey Commercial Approved Applicator and all repair costs approved by Malarkey in advance. Malarkey will not be liable for damages to other components of the roof or to the building or contents; or for incidental or consequential damages; or for special, direct or punitive damages resulting from failure of the roofing system.

#### E. DISCLAIMER OF IMPLIED WARRANTIES:

Malarkey is not liable for any warranty of merchantability or fitness for a particular use or purpose and this warranty is in lieu of and excludes all other warranties, guarantees or obligations. Malarkey's sole liability resulting from any failure of the roofing system will be the cost of repairs or replacement as specified herein.

#### F. TRANSFER OF WARRANTY:

This warranty is transferable provided Malarkey is notified by the original owner at least seven (7) days prior to transfer. A roof inspection will be scheduled by Malarkey at that time. Any repairs found to be required as a result of this inspection will be paid for by the owner. Once such repairs have been completed by a Malarkey Commercial Approved Applicator, warranty transfer will be completed after payment of a transfer fee.

#### G. ADDITIONAL COVERAGES:

1. Wind: Malarkey warranties for the first     years from the date of installation, these shingles will resist damages from winds up to **110** mph (177 kph).
2. Standard Malarkey Warranty: At the end of this warranty period, the warranty will revert to the then standard Malarkey *Shingle and Accessory Warranty* for the duration of that warranty period, as defined by the type of shingle installed, and all standard terms and conditions of that warranty will apply.
3. AR and Scotchgard™ algae protection: Refer to the standard Malarkey Shingle and Accessory Warranty for coverages relative to the particular shingle installed.

In Witness Whereof: Malarkey Roofing Products® has caused this warranty to be duly executed on the date set forth above.

Attest:

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Technical Services Manager

Matthew Felt

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President

Gregory B. Malarkey