



# International Shingle Warranty



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 below for a complete listing).

Warranties can be hard to understand, so if you have any questions, refer to our website, [WWW.MALARKEYROOFING.COM/warranty-center](http://WWW.MALARKEYROOFING.COM/warranty-center), or contact our Technical Services Department by phone at (800) 545-1191, 7:00 am to 5:00 pm Pacific Time, or email: [technicalinquiries@malarkeyroofing.com](mailto:technicalinquiries@malarkeyroofing.com).

**Malarkey Roofing Products® and related warranties stand with any in the industry. Warranty coverage includes:**

- **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.

### LIMITED LIFETIME WARRANTY

Most Malarkey shingles come with a LIMITED LIFETIME WARRANTY against manufacturing defects. It is offered to the homeowner who first had the shingles installed on the house they use as their primary residence. “Lifetime” coverage is in effect as long as you, the original owner, own the property where the Malarkey shingles were installed.

Other types of properties that are not single family, detached residences like churches, schools, apartment buildings, condominiums, cooperative housing arrangements or buildings owned by corporations, trusts or government agencies 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 15 years, depending on the product, that states:

*If the shingles are found to have manufacturing defects, Malarkey will either repair, replace or pay for installation of new shingles.*

No payment will be made for tear-off or disposal of old roofing. Given the situation, Malarkey retains the right to fulfill its obligation by providing replacement materials only.

### 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 Ornate™ AR shingle has a TERM of 30 years. Multiple that by the number of months in a year (12), and you get 360 months.

Ornate™ AR’s depreciation rate, expressed in the column, REDUCTION PER MONTH (see Table 1) is therefore, 1/360.

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 90% of their TERM. Back to our example of the Ornate™ AR — its term is 30 years, or 360 months. 90% of 360 months is 324 months; therefore, Ornate™ AR stops depreciating after 27 years (324 ÷ 12 = 27).

**TABLE 1**

SHINGLE	TERM	TERM (NOT PRIMARY RESIDENCE)	WIND WARRANTY COVERAGE <sup>‡</sup> KPH (MPH)	RIGHT START™ PERIOD	REDUCTION PER MONTH*
201SGT1 Dura-Seal™ AR	25 years	20 years	97 (60)	7 years	1/300
207SGT1 Ornate™ AR	30 years	25 years	97 (60)	10 years	1/360
243SGT1 Highlander® NEX® AR	Lifetime*	40 years	177 (110)	10 years	1/480
262SGT1 Vista® AR	Lifetime*	45 years	177 (110)	12 years	1/540
273PDX1 Legacy®	Lifetime*	50 years	177 (110)	15 years	1/600
285PDX1 Windsor®	Lifetime*	50 years	177 (110)	15 years	1/600
290PDX1 Windsor® XL	Lifetime*	50 years	177 (110)	15 years	1/600

<sup>‡</sup>See the LIMITED WIND WARRANTY section for details.

\*The LIMITED LIFETIME WARRANTY is only available to individual homeowners. The limited warranty period for shingles installed on premises not used by individuals as their residence is limited to their prorated number of months (TERM × .80) with the same Right Start™ Period as the associated shingle.

## LIMITED WIND WARRANTY

Malarkey shingle warranties include a *Limited Wind Warranty* to protect against damage to shingles from high winds (i.e., shingle blow-off). Wind warranties are in effect for the same duration as your shingle's Right Start™ Period. The Limited Wind Warranty covers Malarkey shingles up to the wind speeds in Table 1, column *Wind Warranty Coverage*.

**Terms and Conditions:** Malarkey shingles are manufactured with strips of a factory-applied, thermal sealant that is activated by the heat of the sun after the shingle is on the roof. Exposure to the sun's heat bonds each shingle to the one below for wind resistance.

Malarkey's wind warranties apply only when shingles are sealed, whether by *hand-sealing* or activation of the self-sealing strips. Hand-sealing is strongly recommended when the average daytime temperature is insufficient for the shingles to self-seal during, or shortly after, installation.

In high wind areas, Malarkey recommends *starter shingles* be installed on the eave *and* rake edges of roof and *all* shingles (including starter shingles) be fastened with six (6) nails [nine (9) nails for Windsor shingles] as per Malarkey's printed instructions.

Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles. No amount shall be paid for removal or disposal of damaged shingles.

## LIMITED ALGAE WARRANTY

Malarkey shingles are warranted against damage due to algae growth and discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp). The extent of coverage is determined by location and climate: 10 years in temperate climates and five (5) years in tropical climates. *Tropical climate* shall mean the area between the Tropic of Cancer and Tropic of Capricorn, and *temperate climate* for all areas outside this tropical climate area.

Malarkey's sole liability under this section is, at its sole discretion, to repair, replace or offer a labor payment to cover the reasonable cost for cleaning the affected shingles. After the first year, the maximum payment will be prorated based upon the number of months the shingles have been installed on the roof up to a maximum warranty period of 10 years in temperate climates and five (5) years in tropical climates.

Malarkey hip and ridge shingles (EZ-Ridge™ or RidgeFlex™) are recommended for all Malarkey field shingles but required to receive the Algae Resistant System Warranty from Malarkey. Some contractors adapt roofing shingles to use as hip and ridge shingles. **The use of Dura-Seal™ AR or Ornate™ AR Hip & Ridge shingles is only allowed when Dura-Seal™ AR or Ornate™ AR are the field shingles.**

## EXCLUSIONS

The LIMITED LIFETIME WARRANTY covers only *manufacturing defects* in Malarkey shingles. It covers the asphalt shingle products listed in Table 1 that are sold and installed internationally. 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; at a minimum ventilation must comply with FHA Minimum Property Standards
- 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, vent pipes, 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 (following expiration of their algae coverage period), 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 extreme "Forces of Nature"
- 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 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.

## CLAIMS PROCEDURE

1. Warranty claims shall be made in writing to the address below and accompanied by proof of purchase. Warranty claims must be made within 60 days of discovery and prior to any repairs being made.  
  
Malarkey Warranty Services Department  
P.O. Box 17217, Portland, OR USA 97217-0217
2. Any repairs made prior to or during the investigation period without Malarkey's prior written approval, will be at the owner's expense.

3. To evaluate the claim, we may ask you to provide, at your expense, samples, pictures and further information.
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.
5. Malarkey will not be responsible for the cost of removal and replacement of any rooftop appurtenances or equipment installations to conduct repairs for valid claims, such as, but not limited to, solar panels or satellite dishes.

#### **SOLE AND EXCLUSIVE WARRANTY**

THE LIMITED LIFETIME WARRANTY, LIMITED WIND WARRANTY, AND LIMITED ALGAE RESISTANT WARRANTY LISTED IN THIS DOCUMENT ARE THE ONLY EXPRESS WARRANTIES MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. MALARKEY WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGE TO ANY BUILDING OR CONTENTS, INJURY TO PERSONS, OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY, OR ANY OTHER WARRANTY OR CONDITION IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. NO PERSON IS AUTHORIZED TO ALTER THESE LIMITED WARRANTIES EITHER ORALLY OR IN WRITING. IN NO EVENT SHALL MALARKEY'S LIABILITY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES. MALARKEY RETAINS THE RIGHT TO MAKE THE SOLE DETERMINATION IF THE PRODUCT IS DEFECTIVE OR NOT.

Some countries do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country.

As an ongoing effort, Malarkey continually strives to improve shingle durability and enhance our product line, and 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. If your shingles are no longer available, Malarkey reserves the right to provide you with substitute shingles comparable in quality, price and color to your original shingles.

#### **INTERNATIONAL SHINGLE WARRANTY REGISTRATION**

Registration of the warranty is not required; however, we recommend the owner retain all documents and proof of purchase of Malarkey products for submission to Malarkey for validation of claims.

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



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