



**YOUR CHOICE
WARRANTY PROGRAM**

LEGACY[®]

Northwest XL[™]

HIGHLANDER-CS[™]

Place
First-Class
Stamp
Here



Attention, Warranty Department
P.O. Box 17217
Portland, OR 97217-0217

WARRANTY SELECTION AND ACTIVATION FORM**PLEASE PRINT OR TYPE**

Number of squares installed _____ Installation Date _____

Building Owner's Name: _____

Address of building with Malarkey shingles installed: _____

The name & address of installer/firm: _____

Color _____ Product Installed (please select one)
 Highlander-CS Northwest-XL Legacy
 Scotchgard™ Algae Resistant Roofing System

YOUR CHOICE WARRANTY PROGRAM: YOU MUST SELECT UNDER WHICH WARRANTY** YOU WOULD LIKE COVERAGE. FAILURE TO MAKE A SELECTION WILL RESULT IN MALARKY WARRANTY COVERAGE. DO NOT MAKE MULTIPLE SELECTIONS. SHOULD YOU MAKE MULTIPLE SELECTIONS IT WILL RESULT IN MALARKY WARRANTY COVERAGE.

IF HIGHLANDER-CS IS INSTALLED ON YOUR ROOF, PLEASE SELECT ONE (1) OF THESE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE.

| <u>Mfg.</u> | <u>Product</u> | <u>Mfg.</u> | <u>Product</u> |
|----------------|----------------|-----------------|-----------------|
| Malarkey - | HIGHLANDER-CS™ | *GAF - | Timberline 30 |
| *Atlas - | Pinnacle 35 | *IKO - | Cambridge 30 |
| *Certainteed - | Landmark 30 | *Owens Corning- | Oakridge Pro 30 |
| *Elk - | Prestique | *Pabco - | Premier 30 |
| *Emco - | Harmony 30 | | |

IF NORTHWEST-XL IS INSTALLED ON YOUR ROOF, PLEASE SELECT ONE (1) OF THESE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE.

| <u>Mfg.</u> | <u>Product</u> | <u>Mfg.</u> | <u>Product</u> |
|----------------|----------------|-----------------|----------------------|
| Malarkey - | NORTHWEST-XL™ | *GAF - | Timberline Select 40 |
| *Atlas - | Pinnacle 45 | *IKO - | Cambridge 40 |
| *Certainteed - | Landmark 40 | *Owens Corning- | Oakridge Pro 40 |
| *Elk - | Prestique I | *Pabco - | Premier 40 |
| *Emco - | Harmony 40 | | |

IF LEGACY IS INSTALLED ON YOUR ROOF, PLEASE SELECT ONE (1) OF THESE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE.

| <u>Mfg.</u> | <u>Product</u> | <u>Mfg.</u> | <u>Product</u> |
|----------------|------------------|-----------------|-------------------|
| Malarkey - | LEGACY | *IKO - | Cambridge 50 |
| *Atlas - | | | Dynasty |
| | Stormmaster | *Owens Corning- | Oakridge Pro 50 |
| *Certainteed - | Landmark 50 | *Pabco - | Premier 50 |
| | Architect 80 | | Premier Advantage |
| *Elk - | Prestique Plus | | Precise |
| *Emco - | Harmony 50 | | |
| *GAF - | Timberline Ultra | | |

* These companies, their products, and their registered trademarks are not affiliated in any way or endorsed by Malarkey Roofing Products

** MATERIAL ONLY WARRANTY: this warranty coverage does not include other manufacturer residential "no-dollar limit" warranties that cover 100% of replacement costs of defective materials.



YOUR CHOICE WARRANTY PROGRAM FOR MALARKEY LAMINATED SHINGLE WARRANTIES

The Your Choice Warranty Program offers you the benefit of quality-manufactured shingles with the option of choosing the warranty package you want. If you prefer the Malarkey Roofing Products warranty coverage, simply fill out the warranty card located at the back of this booklet. However, if you decide to choose another manufacturer's warranty coverage, please circle the name of the manufacturer whose warranty matches the shingles you installed.

LIMITED PRODUCT WARRANTY:

Malarkey Roofing Products warrants to the original home/building owner that the Malarkey shingles installed upon their roof carry a pro-rated, limited, materials only warranty covering claims related only to manufacturing details.

RIGHT START PERIOD:

If, during the Right Start Period as listed in Table 1, the shingles are found to have manufacturing defects, Malarkey shall at its option repair, replace or provide payments (which can, at Malarkey's option, be fulfilled by providing replacement materials) to the owner of the roof of the defective material. The maximum liability shall be equal to the dollar limit expressed in Table 1, plus reasonable installation costs as defined by RS Means.

After the Right Start Period, the maximum repair, replacement or payment (which can, at Malarkey's option be fulfilled by providing replacement materials only), for defective materials which cause leaks shall be an amount not to exceed the maximum dollar liability expressed in Table 1, less a percentage based on the number of months elapsed in the warranty period divided by the number of months of the Limited Product Warranty, set forth in Table 1, less all sums previously paid under this warranty.

LIMITED WIND WARRANTY:

Malarkey warrants that for up to five years from the date of installation the Malarkey shingles will resist damage from winds up to the wind speed listed in Table 1, subject to the terms and limitations listed below.

Malarkey's wind warranty applies only if the shingles are sealed, whether by hand sealing or by activation of the self sealing strips. Hand sealing is strongly recommended when the average daytime temperature is not sufficient for the shingles to self-seal during installation. Malarkey's liability under this section is, at its option to repair or replace the defective shingles, or to pay to the owner an amount not exceeding the dollar limits expressed in Table 1 plus reasonable installation costs. No amount shall be paid for removal or disposal of damaged shingles. In high wind areas as listed by the National Weather Service, Malarkey strongly recommends that the shingles be attached with six (6) nails as per Malarkey's printed instructions.

LIMITED SCOTCHGARD™ WARRANTY:

Should the shingles you purchased be equipped with the Scotchgard™ Algae Resistant Roofing System. Malarkey warrants that the shingles will resist discoloration or staining due to algae growth, which causes an obvious and unsightly appearance on the granules, for a period of twenty (20) years from the date of installation subject to conditions and limitations listed below.

Malarkey's sole liability under this section is to, at its option, repair or replace the defective shingles or to pay to the owner an amount not exceeding the dollar limits expressed in Table 1, and reasonable installation costs as defined by RS Means.

For the first twelve (12) months from the date of installation, the payment to the owner for those shingles which exhibit discoloration due to algae will be an amount not exceeding the dollar limits expressed in Table 1 plus reasonable installation costs as defined by RS Means for your area. During the remaining 19 year (228 months) warranty period, the maximum repair or replacement payment will be an amount not to exceed the maximum dollar liability expressed in Table 1, less a percentage which is based on the number of months elapsed in the warranty period divided by the twenty (20) years (240 months) warranty period. Any costs in excess of the pro-rated adjustment are the owner's responsibility.



Malarkey Roofing Products
3131 N. Columbia Blvd., Portland, OR 97217-7472
P.O. Box 17217, Portland, OR 97217-0217
Telephone: (503) 283-1191 • (800) 545-1191 • Fax: (503) 289-7644

TRANSFERABILITY:

During the Right Start period the warranty may be transferred to the subsequent owner, after notification to Malarkey as described below.

Once the transfer of the warranty has taken place, the new owner's warranty period shall be for 10 years from the date of transfer, and shall be limited to the standard Limited Product Warranty, Limited Wind Warranty and Limited Scotchgard™ Warranty (if the product is equipped with Scotchgard™ Algae Resistant Roofing System).

To transfer the warranty, the current holder of the warranty must notify Malarkey in writing within thirty (30) days from the date of title that the property has changed. The following information must be provided; the name and address of the current holder of the warranty, the date of the original completed installation, proof of purchase, the address on which the shingles are 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.

TABLE 1

| Shingle | Term | Wind | Right Start Period | Dollar limit/Sq. |
|---------------|------------|---------|--------------------|------------------|
| Highlander-CS | 360 months | 70 mph | 3 years | \$35 |
| Northwest-XL | 480 months | 80 mph | 5 years | \$45 |
| Legacy | 600 months | 110 mph | 10 years | \$60 |
| Legacy w/AB | 600 months | 110 mph | 10 years | \$65 |

EXCLUSIONS:

This warranty covers only manufacturing defects in Malarkey shingles. It does not cover other products such as flashing and metal work or damage to shingles which is attributable in whole or in part to other causes including, but not limited to:

1. Improper installation or installation not in accordance with Malarkey's written instructions.
2. Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards.
3. Improper storage.
4. Traffic on the roof
5. Defects in or failure of flashing or metal work or material used as a roof face over which the shingles are applied.
6. Equipment installations, structural changes or other alterations to the roof after application of the shingles.
7. Settlement, distortion, failure or cracking to the roof decks, walls or foundations of the building
8. Variation in color (shading), which may occur from the positioning of colored granules on the shingles.
9. Granule sloughing due to excessive granules on the shingles.
10. Impact of foreign objects.
11. Violent or unusual weather conditions, such as flood and other acts of God.
12. Fire and other casualties.

All shingles which contain a factory applied self sealing strip must be subjected to sunlight for several days before full sealing will occur. Shingles installed in the 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 which 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 that have been 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 and Malarkey has been allowed the opportunity to hand seal any non-sealed shingles at its own expense.

CLAIMS PROCEDURE:

1. Claims made under the listed warranties shall be made in writing by certified or registered mail within 30 days of discovery and prior to any repairs being made and accompanied by proof of purchase.
2. Malarkey will be given the opportunity to inspect the roof and to 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. After verification that 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 causes beyond Malarkey's control. Any cost in excess of the prorated adjustment will be the owner's responsibility.

THE ABOVE LISTED LIMITED PRODUCT WARRANTY, LIMITED WIND WARRANTY AND LIMITED ALGAE RESISTANCE WARRANTY ARE THE ONLY EXPRESSED WARRANTIES MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCT. NO PERSON IS AUTHORIZED TO ALTER THESE LIMITED WARRANTIES EITHER ORALLY OR IN WRITING. MALARKEY WILL 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 OR MERCHANTABILITY OR FITNESS. SOME STATES OR PROVINCES DO NOT ALLOW THESE EXCLUSIONS OR LIMITATIONS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND FROM PROVINCE TO PROVINCE.

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.

This warranty will not be valid until the owner of the roof completes the attached selection and activation form and returns it to Malarkey at the address specified below 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.

The owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey for validation of their claim.

YOUR CHOICE WARRANTY SELECTION AND ACTIVATION:

Please fill out the attached WARRANTY SELECTION AND ACTIVATION FORM and send to Malarkey Roofing, Warranty Activation Service, PO Box 17217, Portland, OR 97217, within 30 days of installation of the shingles.

Within 10 business days of receipt of this form, Malarkey will send you confirmation of your warranty selection and activation.

IF YOU DO NOT RECEIVE CONFIRMATION, PLEASE CONTACT MALARKEY AS YOUR WARRANTY COVERAGE MAY NOT BE ACTIVATED AND YOU MAY NOT HAVE WARRANTY PROTECTION.

*Note, should you have a Malarkey shingle equipped with Scotchgard™ Algae Resistant Roofing System, and the warranty you select does not offer warranty protection for Algae resistance, then the Malarkey Scotchgard™ Warranty offered with your product will be the default warranty.