



**Malarkey**  
**Roofing Products™**  
Defining Excellence.™

YOUR CHOICE™  
WARRANTY PROGRAM

## YOUR CHOICE™ WARRANTY PROGRAM FOR MALARKEY SHINGLE WARRANTIES

At Malarkey Roofing Products™ (Malarkey) we are focused on building quality products. We also understand that consumers may confuse warranty coverage with product quality. Malarkey knows that we build superior products and we want you to focus your purchasing decision on the product rather than a warranty. That's why Malarkey offers the "YOUR CHOICE™ WARRANTY PROGRAM".

Simply stated, when you buy Malarkey shingles we provide the standard warranty coverage outlined in this booklet. If, however, you prefer another manufacturer's warranty coverage for their 'like' product in place of the Malarkey standard warranty, you may select to have Malarkey honor the terms and conditions of our competitor's warranty in place of the Malarkey warranty.

To do this, simply indicate which competitor's warranty you would like to have Malarkey honor in place of our standard warranty coverage. If you select another manufacturer's warranty coverage, Malarkey will provide warranty coverage based on that competitor's current published warranty. Please be aware that once you select another manufacturer's warranty coverage, Malarkey will live to the exact terms and conditions which are offered as their standard warranty coverage for their like product.

*Some manufacturers may provide additional coverage if you use specific contractors or pay additional sums to the manufacturer. Malarkey does not consider these to be their 'standard' warranty because of the additional terms and conditions to be met, and as such will not be covered by Malarkey.*

Malarkey Roofing Products™ offers warranty protection in most cases which is similar to that offered by other manufacturers. We strongly believe that it is the roofing, not the warranty, which protects your home and family from the wrath of Mother Nature. We urge you to consider the physical attributes of the shingle product and not the marketing hype when selecting your roofing products.

If warranty coverage concerns you, Malarkey strongly urges you to read and understand all terms and conditions which may apply from any and all manufacturer's warranties.

### LIMITED PRODUCT WARRANTY:

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

### RIGHT START™ PERIOD:

If, during the Right Start™ Period as listed in Table 1, Page 3 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, Page 3 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, Page 3, 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, Page 3 less all sums previously paid under this warranty.

### LIMITED WIND WARRANTY & ENHANCED WIND WARRANTY:

Malarkey warrants that for up to five (5) years from the date of installation [ten (10) years for Legacy®, Legacy® (E) & Ecoasis Premium™ (E)] the Malarkey shingles will resist damage from winds up to the wind speed listed in Table 1, Page 3, Column "Wind", subject to the terms and limitations listed.

Malarkey's wind warranties apply 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, Page 3 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. An Enhanced Wind Warranty (winds up to the wind speed listed in Table 1, Page 3, Column "Enhanced Wind Speed") is available. In addition to all other Your Choice™ Warranty conditions listed, roof system must include: (1) attachment of Malarkey shingles using six (6) nails; (2) Malarkey Smart Start™ Starter Shingle (220); (3) one of the following - (I) Right Start™ UDL, (II) Arctic Seal® 401, or (III) any Malarkey Hip and Ridge shingle [EZ-Ridge™ (222 or 224<sup>1</sup>) or Hip & Ridge Strips (225<sup>1</sup>-227<sup>1</sup>)]<sup>2</sup>.

### ALGAE RESISTANT ROOFING SYSTEM LIMITED WARRANTY:

Should the shingles purchased feature the Scotchgard™ Algae Resistant Roofing System from 3M<sup>3</sup> (Scotchgard Protector logo, shown at right), Malarkey warrants that the shingles will resist discoloration or staining due to algae growth for a period of twenty (20) years from the date of installation subject to conditions and limitations listed below. Malarkey roofing systems with Scotchgard™ warranties also require algae resistant hip and ridge shingles [EZ-Ridge™ XT (224), Hip & Ridge Strips (225) & 12" Hip & Ridge Strips (227)]<sup>2</sup> featuring the Scotchgard™ Algae Resistant Roofing System from 3M.



### ALGAE RESISTANT ROOFING SYSTEM

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, Page 3 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, Page 3 plus reasonable installation costs as defined by RS Means® for your area. During the remaining warranty period, the maximum repair or replacement payment will be an amount not to exceed the maximum dollar liability expressed in Table 1, Page 3 less a percentage which is based on the number of months elapsed in the warranty period divided by the warranty period length (years). Any costs in excess of the pro-rated adjustment are the owner's responsibility.

### 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 or Enhanced Wind Warranty, and Limited Scotchgard™ Warranty (if the product features algae resistant granules).

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 where 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.

<sup>1</sup> Malarkey EZ-Ridge™ XT (224), Hip & Ridge Strips (225) and 12" Hip & Ridge Strips (227) featuring Scotchgard™ Algae Resistant Roofing System from 3M

<sup>2</sup> Some contractors adapt standard roofing shingles for use as a hip and ridge shingle. If your contractor uses this method, the Enhanced Wind Warranty will apply when The Alaskan® (230) is used as hip and ridge shingles; Scotchgard™ warranty applies with use of The Alaskan™ with Scotchgard™ roofing shingles. Use of Dura-Seal shingles for hip and ridge will NOT qualify toward Enhanced Wind Warranty.

<sup>3</sup> Scotchgard is a trademark for 3M™.

TABLE I

Shingle	Term	Wind mph(kph)	Enhanced Wind ‡	Right Start Period	Dollar limit/Sq.
Dura-Seal™ 20	240 mos	60 / 97	n/a	3 years	\$ 50
Dura-Seal™ 25	300 mos	60 / 97	n/a	3 years	\$ 60
The Alaskan 	420 mos	100 / 161	120 / 193	5 years	\$ 75
Highlander-CS™	360 mos	70 / 113	110 / 177	5 years	\$ 65
Highlander-CS™ 	360 mos	70 / 113	110 / 177	5 years	\$ 70
Northwest-XL™**	480 mos	80 / 129	110 / 177	7 years	\$ 80
Northwest-XL™ 	480 mos	80 / 129	110 / 177	7 years	\$ 85
Legacy®	600 mos	110 / 177	130 / 209	10 years	\$ 95
Legacy® 	600 mos	110 / 177	130 / 209	10 years	\$100
Ecoasis™ Premium	600 mos	110 / 177	130 / 209	10 years	\$165

Products with Scotchgard™ logo  Feature Scotchgard™ Algae Resistant Roofing System from 3M

‡See Limited Wind Warranty & Enhanced Wind Warranty section for details

\* Northwest-XL™ without Scotchgard™ is available from our Southgate, CA plant for certain regions.

## EXCLUSIONS:

The Your Choice™ warranty covers only manufacturing defects in Malarkey shingles. This warranty covers the asphalt shingle products listed in Table 1 (above) and sold and installed in the U.S. and Canada. 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 flooding, hailstorms, winds in excess of Wind Speed Limits (listed Table 1, above), or 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 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 or enhanced 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.

The parties agree that any condition or claims relating to this warranty shall be first submitted to mediation under the construction industry arbitration and mediation rules of the American Arbitration Association (or other mutually acceptable arbitrator). No court or other tribunal shall have jurisdiction until the arbitration is completed.

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 SELECTION AND ACTIVATION:

This warranty will not be valid until the owner of the roof completes either the online registration or returns attached selection and activation form to Malarkey at the address specified below. Warranty registration must be completed within 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.

To select and activate your warranty coverage, complete the online Your Choice™ Warranty Form at [WWW.MALARKEYROOFING.COM](http://WWW.MALARKEYROOFING.COM) (found in "Warranties" in either the "Residential" or "Commercial" section). Or, fill out the attached Warranty Form and send 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.

Note: Should you have a Malarkey shingle featuring algae resistant granules and the warranty you select does not offer warranty protection for algae resistance, then the Malarkey algae resistance warranty offered with your product will be the default warranty.



Malarkey Roofing Products™

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

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

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

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

if different than Building Address

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ ZIP/Postal Code: \_\_\_\_\_

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

Installer e-mail \_\_\_\_\_

Shingle Color: \_\_\_\_\_ Number of Squares Installed: \_\_\_\_\_

Run Date on Shingle Bundle: \_\_\_\_\_

<p><b>MALARKEY SHINGLE INSTALLED</b> <small>(please check one)</small></p> <p> <input type="checkbox"/> Dura-Seal™ 20*      <input type="checkbox"/> Dura-Seal™ 25*  <input type="checkbox"/> The Alaskan®       <input type="checkbox"/> Highlander-CS™  <input type="checkbox"/> Highlander-CS™       <input type="checkbox"/> Northwest-XL™  <input type="checkbox"/> Northwest-XL™       <input type="checkbox"/> Legacy®  <input type="checkbox"/> Legacy®       <input type="checkbox"/> Ecoasis Premium™  </p> <p><b>*YOUR CHOICE and ENHANCED WIND WARRANTIES</b> unavailable for Dura-Seal product line</p>	<p><input type="checkbox"/> <b>ENHANCED WIND WARRANTY SELECTED</b> <small>QUALIFYING PRODUCTS INSTALLED</small></p> <p> <input type="checkbox"/> Smart Start™ (REQUIRED)  <input type="checkbox"/> 6 Nails Used (REQUIRED) and, at least one of the following: Hip and Ridge Product or  <input type="checkbox"/> Arctic Seal™ 401 or  <input type="checkbox"/> Right Start™ UIDL                 </p> <div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">}</div> <div> <input type="checkbox"/> EZ-Ridge™  <input type="checkbox"/> EZ-Ridge™ XT   <input type="checkbox"/> Hip &amp; Ridge Strips   <input type="checkbox"/> 12" Hip &amp; Ridge Strips  </div> </div> <p><small>Some contractors adapt roofing shingles for use as a hip and ridge shingle. If your contractor uses this method, the Enhanced Wind Warranty will apply when The Alaskan® (230)  is used as hip and ridge shingles. Use of Dura-Seal shingles for hip and ridge will <b>NOT</b> qualify toward Enhanced Wind Warranty.</small></p>
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**YOUR CHOICE™ WARRANTY PROGRAM:** For Malarkey products listed below, you must select which product warranty coverage you want. Failure to choose results in standard warranty coverage. Multiple selections will result in standard Malarkey warranty coverage.

**IF HIGHLANDER-CS™, HIGHLANDER-CS™ , THE ALASKAN® IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THESE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:**

Mfg.	Product	Mfg.	Product
Malarkey™ .....	<input type="checkbox"/> THE ALASKAN®	*GAF™ .....	<input type="checkbox"/> Timberline™ HD
	<input type="checkbox"/> HIGHLANDER-CS™	*IKO™ .....	<input type="checkbox"/> Cambridge™
	<input type="checkbox"/> HIGHLANDER-CS™		<input type="checkbox"/> Cambridge™ AR
Atlas™ .....	<input type="checkbox"/> Pinnacle®	*Owens Corning™ .....	<input type="checkbox"/> Oakridge Pro™
*BP™ .....	<input type="checkbox"/> Harmony™	*PABCO™ .....	<input type="checkbox"/> PABCO Premier™
*Certainteed™ .....	<input type="checkbox"/> Landmark™	Other .....	<input type="checkbox"/> _____

**IF NORTHWEST-XL™+ OR NORTHWEST-XL™ IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:**

Mfg.	Product	Mfg.	Product
Malarkey™ .....	<input type="checkbox"/> NORTHWEST-XL™	*Certainteed™ .....	<input type="checkbox"/> Landmark™ Plus
	<input type="checkbox"/> NORTHWEST-XL™		<input type="checkbox"/> Landmark Solaris™
Atlas™ .....	<input type="checkbox"/> Pinnacle®	*Owens Corning™ .....	<input type="checkbox"/> Oakridge™
*BP™ .....	<input type="checkbox"/> Everest™	*PABCO™ .....	<input type="checkbox"/> PABCO Premier™ Professional
		Other .....	<input type="checkbox"/> _____

**IF LEGACY® , LEGACY® OR ECOASIS PREMIUM™ IS INSTALLED ON YOUR ROOF, SELECT ONE (1) OF THE LISTED MATERIAL-ONLY WARRANTIES FOR YOUR COVERAGE:**

Mfg.	Product	Mfg.	Product
Malarkey™ .....	<input type="checkbox"/> LEGACY™	*GAF™ .....	<input type="checkbox"/> Timberline™ Ultra HD™
	<input type="checkbox"/> LEGACY®	*IKO™ .....	<input type="checkbox"/> Cambridge™
	<input type="checkbox"/> ECOASIS PREMIUM™		<input type="checkbox"/> Cambridge™ AR
Atlas™ .....	<input type="checkbox"/> Stormmaster™	*Owens Corning™ .....	<input type="checkbox"/> Duration™ Premium
*BP™ .....	<input type="checkbox"/> Eclipse GL™	*PABCO™ .....	<input type="checkbox"/> Duration™ Premium Cool Shingles
	<input type="checkbox"/> Manoir™		<input type="checkbox"/> PABCO Premier™ Elite
*Certainteed™ .....	<input type="checkbox"/> Landmark™ Premium	Other .....	<input type="checkbox"/> Premier Radiance™ Elite
	<input type="checkbox"/> Landmark Solaris™ IR		
	<input type="checkbox"/> Landmark™ Special		

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

+ Northwest-XL™ without Scotchgard™ is available from our Southgate, CA plant for certain regions.

Place  
First-Class  
Stamp  
Here



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