



## 10-YEAR LIMITED WARRANTY

Subject to the conditions and limitations set forth below, Malarkey Roofing Products® (Malarkey) warrants to the owner of the Malarkey products named below that such products are free from actual manufacturing defects and will remain serviceable under normal conditions of intended use for ten (10) years from the date of completion of their proper application.

In the event any warranted Malarkey products are shown to have actual manufacturing defects that cause leaks, Malarkey, at its sole election, shall either (a) replace such materials; or (b) repair any water leaks up to the maximum liability described below; or (c) provide a refund up to the maximum liability described below. The maximum liability for the cost of repairs or for any refund shall be as follows: During the first year following completion of application, the maximum liability shall be equal to the original cost of the defective Malarkey products, excluding installation costs or costs of flashings, metal work or other materials supplied or manufactured by others. After the first full year, and during each subsequent year, maximum liability shall be equal to the original cost of the defective Malarkey products, excluding the items described in the preceding sentence, multiplied by the number of full years of the warranty period remaining and divided by ten (10). In any event claimed, all costs previously incurred by Malarkey for repair or replacement of Malarkey products or for any refund under this warranty shall be deducted in determining the maximum liability.

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.

In the event Malarkey elects not to replace any defective Malarkey products, or provide repairs, or repairs are not commercially practicable or cannot be made timely, Malarkey shall have the right to elect to refund the owner an amount equal to the maximum liability as determined in accordance with the preceding paragraph.

In order to obtain any remedy under this limited warranty, the owner must notify Malarkey of any defect within 72 hours following the discovery of such defect, the owner must confirm such notice in writing and the written notice must be received by Malarkey within ten (10) days of the date of discovery. The owner shall submit with such notice proof of date of purchase and completion of proper application in order to provide Malarkey an opportunity to investigate the claim and examine the materials claimed to be defective. All notices shall be given to Malarkey Roofing Products, P.O. Box 17217, Portland, OR 97217. After receipt of written notice, including all of the required information described above, Malarkey shall then inspect the claimed defect before determining whether it will replace, repair or refund. The owner's failure to give notice as required in this paragraph or to permit inspection or sampling of the Malarkey Roofing Products shall constitute a waiver by the owner of all warranty claims. Malarkey reserves the right to discontinue or modify any of its products and shall not be liable to the owner as a result of any such discontinuance or modification.

### LIMITATIONS

Malarkey shall have no liability under this warranty for:

1. Defects or failure of, or damage caused by, materials used as roofing base over which the Malarkey roofing products are applied.
2. Damage to the roof caused by settlement, distortion, ponding water, failure or cracking of the roof deck, walls or foundation of the building.
3. Damage caused by traffic upon, or storage of materials upon the roof.
4. Damage caused by any severe weather, including but not limited to lightning, tornado, hail, flood, earthquake, or wind storms.
5. Damage caused by fire, explosion, earthquake, chemicals, solid objects falling on the roof, radiation, or any other cause except ordinary wear and tear of the elements.
6. Defects, damage to, or failure of flashing, metal work, or other material furnished by others.
7. Defects or failure caused by improper installation not in accordance with Malarkey's published instructions, building code and local amendments, and approved roofing practices.
8. Improper ventilation.
9. 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 Malarkey roofing products.
10. Ponding water.
11. Damage to the roof due to any causes other than inherent manufacturing defects in the Malarkey roofing materials.

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.

This warranty is enforceable only by the original owner and is not transferable to any subsequent owner of this structure on which the product is placed or to any other person.

This warranty will not be valid until the owner of the roof registers the warranty. 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.

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

## 10-YEAR WARRANTY REGISTRATION



To register your warranty, complete the online 10-Year Warranty Registration Form by scanning this code, or visiting:

[WWW.MALARKEYROOFING.COM/WARRANTIES](http://WWW.MALARKEYROOFING.COM/WARRANTIES)  
and selecting the link to the 10-Year Limited Warranty registration form.

### Mailing Address:

P.O. Box 17217, Portland, OR 97217

O: 503.283.1191 | 800.545.1191 | F: 503.289.7644

[www.MalarkeyRoofing.com](http://www.MalarkeyRoofing.com)

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## PRODUCTS

### Underlayments:

Right Start® UDL

401 Arctic Seal®

406 Secure Start® HT

1029 Secure Start® Lite

1030 Secure Start® SG

1031 Secure Start® Plus

1035 Secure Start® Permeable

### Starter:

210 Smart Start®

### Hip and Ridge:

222 EZ-Ridge®

224 EZ-Ridge® XT

225 RidgeFlex® 10"

227 RidgeFlex® 12"

### Low Slope - Base Sheets:

410 OmniSeal® Base

501 Paragon® MOD Base

515 Pano® Base

### Low Slope - Ply Sheets:

420 OmniSeal® Ply

### Low Slope - Cap Sheets:

350 Paragon® CHROMA Cap

430 OmniSeal® Cap

502 Pano™ Cap

601 Paragon® MOD Cap

Thank you for choosing  
**MALARKEY ROOFING PRODUCTS®**