



# EMERALD PREMIUM WARRANTY

## CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL AND WORKMANSHIP WARRANTY

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent roofing project. Our **Emerald Premium Warranty** (the Warranty) is available exclusively through Malarkey's *Certified Residential Contractor Program* and offers customers an enhanced roofing system warranty that is a combination *material* warranty and *workmanship* warranty; you get quality Malarkey products and a warranted installation.

An eligible *Secure Choice™ Roofing System* (SCRS) consists entirely of Malarkey shingles (see Table 1 for a complete list) and Malarkey accessory products, and shall be installed by a *Malarkey Emerald Premium Certified Residential Contractor* (CRC) using our latest published installation instructions and adopted building code requirements.

Metal flashings and drip edge metal must also be installed. Step flashing is required at intersecting sidewalls, chimney applications, and other vertical transitions. Counter flashing is required per NRCA guidelines where applicable.

### THE EMERALD PREMIUM WARRANTY: WHO & WHAT IS COVERED

Two distinct types of *housing* are covered under the Warranty:

- Single Family, Detached Residences**  
 A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against *manufacturing defects* that adversely affect the performance of the roofing system. It is offered to individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence. "Lifetime" coverage remains in effect as long as the original owner or eligible subsequent owner *maintains as their primary residence*, the house where the Malarkey SCRS was installed.
- Other Structures**  
 Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner(s) as their primary residence, duplexes, townhouses, apartment buildings, condominiums, and professional buildings, such as churches, hospitals, and schools. These structures are covered against manufacturing defects for twenty to fifty (20 to 50) years based on the product listed in Table 1.

**Note:** A *one-time* transfer of the warranty to a second owner is allowed under the program (e.g., following the sale of the house or building). See the **TRANSFERABILITY** section for more information.

### RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle's warranty period (see Table 1 below) includes a *non-prorated* Right Start™ Period that states:

*If any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, Malarkey will either repair,*

*replace or pay for installation of replacement materials as necessary. The costs for tear-off and disposal of some or all the Malarkey roofing products are included if necessary to repair your roof.*

### Malarkey Roofing Products® and related warranties stand with any in the industry. The warranty coverage includes:

- A Right Start™ Period:** Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

**Coverage Beyond the Right Start™ Period:** Once the Right Start™ Period has passed for *Single Family* structures, if any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those components are prorated and retain 20% of their original value.

The Right Start™ Period for *Other Structures*<sup>1</sup> is split with the first twenty (20) years being non-prorated and the remainder of the warranty *Term*, prorated. The prorated value is determined by a certain percentage based on the remaining number of months in their warranty (see Table 1, last column).

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.

### CONTRACTOR WORKMANSHIP PERIOD

The Warranty also includes *workmanship* coverage for the period listed in Table 1. *Workmanship* includes any aspect of the installation found to adversely affect the performance of the SCRS or cause a leak. The Emerald Premium Certified Residential Contractor will warrant the initial five (5) years of installation liability, and Malarkey will cover the balance.

During the *Contractor Workmanship Period*, if any part of the Malarkey SCRS is found to have workmanship defects, Malarkey, at its sole discretion, will arrange to have the roof repaired or re-covered (flashings too, if necessary) and provide a reasonable cost for the labor required to accomplish adequate tear-off, disposal, and replacement.

Malarkey retains the right to fulfill its obligation by providing replacement materials and compensation as defined below, for the reasonable cost of labor and other materials needed to repair or replace your roof, including tear-off and disposal costs.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD (SINGLE FAMILY)	WARRANTY PERIOD (OTHER STRUCTURES)	RIGHT START WARRANTY PERIOD	CONTRACTOR WORKMANSHIP PERIOD	ENHANCED WIND WARRANTY (COVERAGE MPH (KPH))	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	PRORATED REDUCTION PER MONTH
<b>3-TAB SHINGLES</b>								
Dura-Seal™	30 years	20 years	10 years	15 years	80 (130)	10 years	N/A	1/360
Dura-Seal™ AR	30 years	20 years	10 years	15 years	80 (130)	10 years	10 years	1/360
<b>LAMINATE SHINGLES</b>								
Highlander® NEX®	Lifetime	40 years	40 years	15 years	130 (209)	12 years	N/A	1/480
Highlander® NEX® AR	Lifetime	40 years	40 years	15 years	130 (209)	12 years	10 years	1/480
Ecoasis™ NEX®	Lifetime	40 years	40 years	15 years	130 (209)	12 years	N/A	1/480
Vista®	Lifetime	45 years	45 years	15 years	130 (209)	12 years	N/A	1/540
Vista® AR	Lifetime	45 years	45 years	15 years	130 (209)	12 years	12 years	1/540
Legacy®	Lifetime	50 years	50 years	15 years	130 (209)	15 years	N/A	1/600
Legacy® <small>SmartSeal</small>	Lifetime	50 years	50 years	15 years	130 (209)	15 years	Lifetime	1/600
Ecoasis™ Premium <small>SmartSeal</small>	Lifetime	50 years	50 years	15 years	130 (209)	15 years	Lifetime	1/600
<b>DESIGNER SHINGLES</b>								
Windsor® <small>SmartSeal</small>	Lifetime	50 years	50 years	15 years	140 (225)	18 years	Lifetime	1/600

1. The Right Start™ Period for Other Structures with Dura-Seal™ shingles is split with the first ten (10) years non-prorated and the remainder, prorated.



## SYSTEM REQUIREMENTS

The Emerald Premium warranty requires Malarkey shingles as well as Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

STARTER SHINGLES	UNDERLAYMENT	ICE AND WATER PROTECTION*	HIP AND RIDGE SHINGLES*
Smart Start™	Right Start™ UDL	Arctic Seal®	10" RidgeFlex™
Windsor® Starter	Secure Start® Synthetic line	Secure Start® HT	12" RidgeFlex™
	Arctic Seal® (full deck coverage)		EZ-Ridge™
	Secure Start® HT (full deck coverage)		EZ-Ridge™ XT

\*Required if code speculates or when ice and water is used in the roofing system.

\*Some contractors adapt roofing shingles to use as hip and ridge shingles. Dura-Seal™ shingles used for hip and ridge will qualify toward the Warranty but only when Dura-Seal™ is also the field shingle.

## WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Emerald Premium Certified Residential Contractors are also covered against loss from wind damage for 10 to 18 years, depending on the product.

Where required by adopted building code or local amendments, the SCRS shall be installed with additional requirements, instructions that stipulate:

- Each shingle, including starter shingles, be fastened with six (6) nails [nine (9) nails for designer Windsor® products].

**Note:** Malarkey's wind warranties apply only when shingles are properly adhered, whether by hand-sealing with asphalt roof cement conforming to ASTM D4586 or by activation of the shingles' self-sealing strips. Malarkey's maximum liability under wind warranties is, at its option, to either repair or replace blown-off shingles (including materials and labor) or be allowed the opportunity to hand-seal (or have hand-sealed) the shingles at our expense.

## ALGAE RESISTANCE COVERAGE

The Emerald Premium Warranty offers **two levels of coverage** against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp):

SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™ <sup>2</sup> . (In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.)	MALARKEY SHINGLES THAT FEATURE ALGAE RESISTANT (AR) PROTECTION (Shingles with "AR" next to their name in Table 1)
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime</i> coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten (10) or twelve (12) years of coverage (depending on the shingle), subject to the conditions and limitations listed below.
COVERAGE	For the first twenty (20) years from the date of installation, for those shingles that exhibit discoloration due to algae, we will cover the cost, including labor (as reasonably determined by Malarkey), to repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For the first five (5) years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is <i>prorated</i> , based on the number of months elapsed in the warranty period.	After five (5) years, Malarkey's maximum payment is prorated, the value determined by a certain percentage based on the remaining number of months in the warranty.

## REQUIREMENTS

Malarkey shingle systems with Scotchgard™ Protector also require hip and ridge shingles with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.

Malarkey AR shingles also require hip and ridge shingles<sup>3</sup> with algae protection, and both Malarkey's EZ-Ridge™ and RidgeFlex™ products feature Scotchgard™ Protector.

## MAXIMUM LIABILITY

For claims meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the cost of the originally installed, affected shingles.

For claims within the first five years meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the cost of the originally installed, affected shingles. After five years, the payment will be prorated until the end of term listed in Table 1, *Algae Resistance Coverage*. After the warranty period expires, there is no remedy for algae on AR shingles.

## LOW SLOPE WARRANTY COVERAGE

For roofs that include low slope, Malarkey OmniSeal™ Roof Systems, up to 10 squares qualify for limited warranty coverage. Specific systems include:

TYPE OF ROOF SYSTEM	MEMBRANES INCLUDED	WARRANTY COVERAGE PERIOD
System A: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap	15 years
System B: Two-Ply	OmniSeal™ Ply and OmniSeal™ Cap FR	17 years
System C: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap	17 years
System D: Three-Ply	OmniSeal™ Base, OmniSeal™ Ply, and OmniSeal™ Cap FR	17 years
System E: Two-Ply	Paragon® ULTRA SA Base and OmniSeal™ Cap FR	20 years
System F: Three-Ply	OmniSeal™ Base, Paragon® ULTRA SA Base, and OmniSeal™ Cap FR	20 years
System G: Three-Ply	OmniSeal™ Ply, OmniSeal™ Ply, and OmniSeal™ Cap FR	20 years

Warranty coverage begins from the date installation of the membranes is complete.

Roofing components that are not part of the low slope membrane application, even if installed at the same time, are not covered by this limited warranty. Such components include but are not limited to:

- The underlying roof deck
- Insulation and related fasteners
- Vapor retarders/barriers and related fasteners
- Assorted metal work: flashing, drains, pitch pans, vents, expansion joints, etc.
- Plastic accessories
- Penetrations like skylights and hatches
- Solar photovoltaic panels
- Roof coatings
- Surfacing, ballast of aggregates/gravel

- Scotchgard, the Scotchgard logo and 3M are trademarks of the 3M Company.
- Some contractors adapt 3-tab shingles to use as hip and ridge shingles. The use of Dura-Seal™ AR for this purpose will satisfy the requirements of algae resistance coverage but only when Dura-Seal™ AR is also the field shingle.



## TRANSFERABILITY

The Emerald Premium Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified in writing and a warranty transfer application completed *within sixty (60) days* of real estate transfer or warranty becomes void. Transfer information shall include:

- The name, address, and phone of the original holder of the warranty
- The address where the shingles were installed
- The date of the original, completed installation
- The name, address, and phone of the Malarkey Emerald Premium Certified Contractor
- Proof of purchase
- The name and address of the new owner
- The date of title transfer

If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of Right Start™ Period coverage plus the Contractor Workmanship coverage originally stated in the warranty. Lifetime warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence.

If the transfer occurs *after* the Right Start™ Period expires, the balance of the warranty is reduced to the earlier of: (1) a five (5) year period after the date of ownership change; or (2) the expiration of the Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible new owner will be based on the reasonable cost of roofing system replacement, prorated by the duration of use from the original installation date through the date of the claim.

Warranty transfer and payment information can be found online at [WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR/EMERALD-PREMIUM-TRANSFER](http://WWW.MALARKEYROOFING.COM/CERTIFIED-CONTRACTOR/EMERALD-PREMIUM-TRANSFER) or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: [emeraldproarranty@malarkeyroofing.com](mailto:emeraldproarranty@malarkeyroofing.com).

## REQUIRED COMPONENTS, PROCEDURES AND STANDARDS

1. Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Emerald Premium Warranty.
2. All work must be completed by a Malarkey Emerald Premium *Certified Residential Contractor* and installed according to Malarkey's latest published installation instructions and adopted building code.
3. The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
4. The roof deck must be an acceptable substrate:
  - a. Sheathing panels shall meet adopted building code requirements and be at least 3/8" (10 mm) thick, exterior-grade plywood or 7/16" (11 mm) oriented strand board (OSB).

Malarkey requires the installation of sheathing when wood board decking is the existing substrate. Problems with the performance of your roofing system, such as leaks and buckling, increase if installed directly over wood board decks. Failure to use properly conditioned deck materials can result in deck movement, which can damage the roof covering and may void your warranty.
  - b. Likewise, sheathing panels should be supported, gapped and securely nailed to all framing members per APA recommendations.
  - c. **Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tear-off is required.**
5. Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation of the Malarkey roofing system such as deteriorated chimney mortar joints, etc.
6. Ventilation must comply with FHA Minimum Property Standards.
7. Application of Arctic Seal® self-adhering membrane is required around sheet metal accessory penetrations, flanges, and flashings.
8. Sheet metal flashing, edge metal, and accessories must be installed at roof intersections, vertical transitions to sidewalls, curbs, and chimneys, and around roof openings. *New/like new* flashings and accessories are required to match the projected life cycle of the roof.
9. Smart Start™ starter shingles to be applied to both eave and rake edges of the roof.
10. Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the CRC, and material supplier, including costs for warranty registration, installation, supplies, etc.
11. Warranty registration requires proof of purchase.

## EXCLUSIONS

The Emerald Premium Warranty covers defects in manufacturing and workmanship. It includes the Malarkey roofing shingles listed in Table 1 and related accessories sold and installed in the U.S. and Canada. 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 ventilation; at a minimum, ventilation must comply with FHA Minimum Property Standards
- Improper transportation, storage, or handling of shingles and/or accessories
- Installation by a contractor other than a *Malarkey Emerald Premium Certified Residential Contractor*
- 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
- Inordinate traffic on the roof for any reason (equipment installation, 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 (excluding AR or Scotchgard™ shingles as described in the *ALGAE RESISTANCE COVERAGE* section)
- Deterioration or distortion caused by 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.

**Note:** Malarkey continually strives to improve shingle durability and enhance our product line. In support of this, Malarkey reserves the right to discontinue or modify any of its products, including the color blend of 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.

## COMPENSATION

Malarkey may, at its sole discretion under this Emerald Premium Warranty, either: (1) issue a combination of cash and/or material credit to an existing supplier of Malarkey roofing materials; or (2) provide replacement materials only. The prorated material costs will be determined by time of use and the original cost of the SCRS at the time of original purchase.

## CLAIMS PROCEDURE

1. Claims shall be made in writing by certified or registered mail within thirty (30) days of discovery and prior to any permanent repairs (except emergency measures to prevent potential damage to the building or its contents) being made. Include proof of purchase and proof of warranty.
2. Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof.
3. After verification, the roofing materials or workmanship are defective, Malarkey will perform its obligations under this warranty 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 if loss is discovered after the Right Start™ Period will be the owner's responsibility.

## SOLE AND EXCLUSIVE WARRANTY

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