

Viking Roof Garden Membrane System Product Warranty



Viking Roofspec offers this Warranty for the Viking Roof Garden Membrane System for 20 years from the Warranty Commencement Date ("Warranty Period").

1. Viking Roofspec warrants that the Roof Garden Membrane System will, subject to the terms set out below, retain its waterproofing and weatherproofing for the Warranty Period provided that the Membrane System has been properly installed by a Viking Approved Applicator in accordance with all Viking Roofspec specifications current at the time of installation, including, but not restricted to the technical data and standard details as listed on the Viking Roofspec Website at www.vikingroofspec.co.nz and training provided by Viking Roofspec ("Viking Specifications").
2. This Warranty covers only materials supplied by Viking Roofspec as the Roof Garden Membrane System, including the membrane, proprietary accessories, primers and adhesives; provided materials were new and unused at the time of installation and have not been disturbed thereafter.
3. Warranty Commencement Date: _____
(Date of completion of Membrane System installation)
4. The Roof Garden Membrane System

Membrane Type: _____
Membrane Thickness: _____
Membrane Colour: _____
5. The Building

Project Address: _____

Area of Application: _____

Installed by: _____
6. This Warranty covers only the waterproofing and weatherproofing properties of the Roof Garden Membrane System. Viking Roofspec will not be liable for any failure of the Roof Garden Membrane System or damage resulting from any failure that has been caused in part or in whole by the Membrane System not being installed in accordance with the Viking Specifications. Viking Roofspec does not give any warranty as to the suitability of any installer and will not, in any circumstances be liable for the actions or omission of any installer. Viking Roofspec requires that all Viking Approved Applicators provide a separate Certificate of Workmanship covering any defects in the installation of the Membrane System.
7. The Roof Garden Membrane System is not warranted against, and Viking Roofspec shall not be liable for loss of waterproofing properties or damage caused by:
 - objects penetrating the sheeting, or mechanical damage;
 - chemical or substance (save those specifically approved for use by Viking Roofspec);
 - shifting or altering of the Membrane System after installation;
 - infiltration or condensation of moisture in, around, or above the walls of the Building or the failure of other Building components;
 - the lack of positive drainage (ponded water);
 - the lack of adequate ventilation;
 - environmental factors including dirt, pollutants and biological agents, fungi, bacteria or spores;
 - accident or intentional or negligent acts, misuse, abuse, vandalism or civil disobedience or the like; or
 - Acts of God which include, but are not limited to, acts of nature without human intervention, such as earthquakes, storms, floods, lightning strikes and explosions.
8. In addition to the above limitations, this Warranty will be void and Viking Roofspec will not be liable under it if;
 - any alteration or repair is made on or through the Membrane System (including, but not limited to: structures, fixtures or utilities) without prior written authorisation from Viking Roofspec;
 - any alteration or repair is made to the Membrane System by a person other than a Viking Approved Applicator;
 - the owner of the Building fails to use reasonable care in maintaining the Membrane System, such maintenance to include (but not be limited to) those items listed in the Membrane Care and Maintenance information, as amended and updated from time to time. Current Membrane Care and Maintenance information is available from our website at www.vikingroofspec.co.nz. You acknowledge that Viking Roofspec has no obligation to notify you of changes to the Membrane Care and Maintenance information; or
 - the building is moved from the site at which the Membrane System was originally installed.
9. Change in the aesthetics, colour or finish of the Membrane System, or "Tenting" of the Membrane System due to substrate movement, are not covered by this Warranty.

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10. Viking Roofspec shall not be liable under this Warranty (or any implied warranties which are not excluded under clause (16) for any consequential, indirect or special loss or damage of any kind whatsoever, or loss of profits, whether under contract, tort or otherwise.
11. Viking Roofspec's liability is in any circumstances limited to (at the option of Viking Roofspec) either;
 - providing for the repair of the original Roof Garden Membrane System,
 - or providing a credit to be applied towards the purchase of a new Roof Garden Membrane System, calculated pro rata, based upon the number of remaining months of the unexpired Warranty Period, using the current material prices for the Membrane System. The maximum pro rata value allowed by Viking Roofspec for repair or credit shall not exceed the original purchase price of the product supplied.
12. The obligations under this Warranty shall only be enforceable against Viking Roofspec upon completion of the installation of the Roof Garden Membrane System; completion of the installation contract; and once payment in full has been received for the product supplied.
13. Should any defect occur which requires a remedy under the terms of this Warranty, then the defect must be notified to Viking Roofspec in writing within fourteen (14) days of discovery. By notifying Viking Roofspec you authorise Viking Roofspec to investigate the Warranty claim to assess whether it falls within the terms of this Warranty. Should our investigation of the claim find that the cause is outside the terms of this Warranty, then you acknowledge and agree that Viking Roofspec may charge you its reasonable investigation costs. You agree to provide Viking Roofspec free access to the Roof Garden Membrane System in order to investigate or to affect repairs under this Warranty during normal business hours.
14. Any remedial work required under this Warranty shall be as determined by Viking Roofspec and shall be carried out in accordance with the Viking Specifications by a contractor nominated by Viking Roofspec. Viking Roofspec does not accept liability for delay in sourcing or inability to match repair materials exactly to those originally installed.
15. Nothing in this Warranty shall require Viking Roofspec to shift any fixtures, plant, equipment, flashings or other items so as to allow access to part of any Roof Garden Membrane System to be repaired or replaced. Neither shall Viking Roofspec be liable for any costs involved in such shifting or reinstallation.
16. This Warranty represents the limit of Viking Roofspec's liability for the Roof Garden Membrane System. All other warranties, express or implied, are hereby excluded to the maximum extent permitted by applicable law.
17. Notwithstanding any other provisions of this Warranty, nothing in this Warranty is intended to limit any condition, warranty, right or remedy available under or imposed by any applicable legislation (including, for the avoidance of doubt but without limitation, the Building Act 2004, the Fair Trading Act 1986 and the Consumer Guarantees Act 1993) except to the extent permitted by such legislation.
18. This Warranty shall be governed according to the laws of New Zealand and any disputes shall be decided in the courts of New Zealand.

Certificate of Workmanship No.

Viking Warranty No.



John Edwards
For Viking Roofspec

Date Issued