

Terms and Conditions of Full System Warranty

The attached Full System Warranty ("warranty") is subject to the terms, conditions and limitations set out below:

1. Definitions:

In this warranty, the following terms have the following meanings:

- a. "Building" means the building or buildings described by address and / or name in the warranty details;
- b. "Completion date" means the date recorded as the Job Completion Date of the Viking System in the Warranty details;
- c. "Expiry date" means the date 20 years from the Completion date;
- d. "Notification date" means the date on which you notify us, under clause 8.a below, of any claim under this warranty;
- e. "Pro Rata Formula" means the following formula for calculating our maximum liability in respect of any warranty claim under this warranty:

$$\text{Our maximum liability} = \frac{\text{Total cost of repair to you}}{240} \times \frac{\text{Remaining warranty period}}{240}$$

- f. "Remaining warranty period" means the whole number of months between the Notification date of a claim under this warranty and Expiry Date;
- g. "Viking System" means genuine Viking branded products installed on the building, and includes the Viking branded Membrane, Flashings, Specified Tapes, Adhesives and Sealants; fastening bars, vents and drainage accessories;
- h. "us", "we", "our" means Viking Group Limited (trading as Viking Roofspec);
- i. "Viking Approved Applicator" means an applicator licensed and approved by us for the time being to offer the warranty. A list of such applicators is available from our website at www.vikingroofspec.co.nz.
- j. "you" means the person or entity named in the Warranty details above as "Building Owner".

2. Provision Paramount:

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 New Zealand 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.

3. Application for warranty:

This warranty form does not constitute an offer, and the warranty shall have no force and effect until accepted by us. We may choose to accept or decline any application for a warranty in our sole discretion. If we accept this warranty, then in consideration of our acceptance of this warranty (but without limiting any other rights we may have), you agree to be bound by these terms and conditions.

4. Preconditions:

This warranty has no force or effect, and we are not bound by it until:

- a. we have given our written approval of the warranty by endorsing a copy of this warranty document next to "Warranty Accepted" in the Warranty details; and
- b. you have paid all fees or other amounts due to us in respect of this warranty together with all fees or other amounts due to the Viking Approved Applicator.

5. Extent of our obligations under this warranty:

If we accept a claim under this warranty:

- a. we will repair the leak in the Viking System in accordance with this warranty. You will be responsible for the cost of such repair, but we will contribute an amount towards the cost of the repair calculated in accordance with the Pro Rata Formula;
- b. subject to clause 2, your remedies and our liability shall be limited to our repair of the leak in the Viking System;
- c. you acknowledge that we may undertake spot repairs or such other repairs as we consider reasonable to repair any leak in the Viking System.

6. Limitations:

Our obligations under this warranty do not extend to, and we shall not be liable in respect of:

- a. any aesthetic variation to the Viking System which does not result in leaking, including (but without limitation) 'tenting', general discoloration and discoloration caused by environmental factors including dirt, pollutants and biological agents;
- b. any 'ponding' (water collecting in puddles on the Viking System);
- c. any claim we receive notice of after the Expiry date;
- d. any consequential damage, loss or cost, of whatever nature and however arising, including (but without limitation) legal costs, any damage or defect caused by failure of the Viking System and the cost of alternative accommodation or travelling expenses. For the avoidance of doubt, this clause does not, limit or restrict any liability for consequential loss under the Consumer Guarantees Act 1993 except to the extent permitted under that Act;
- e. any loss or damage or aesthetic variance caused by any inability to match

materials in remedial work;

- f. damage to the Viking System due to natural disaster or act of God, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of peak gust speeds of 120 kph or higher measured at 10 metres above ground;
 - g. damage to the Viking System as a result of any intentional or negligent act, accidents, misuse, abuse, vandalism, civil disobedience, or the like;
 - h. damage to the Viking System as a result of the failure of building components, including (but without limitation) the roof substrate, walls, mortar, HVAC units, non-Viking brand metal work;
 - i. damage to the Viking System caused in whole or in part by the application of any chemical or substance (save any chemical or substance approved by us, or any chemical or substance to which the Viking System may reasonably be expected to be exposed). Damage caused by any acid or oil is expressly excluded from this warranty;
 - j. damage caused by objects penetrating the Viking System or mechanical damage not associated with the roofing system;
 - k. damage caused by any fungus, bacteria or spores;
 - l. damage caused by any failure to adequately ventilate any roof cavity;
7. **Voiding this warranty:**
In addition to the above limitations, this warranty will be void, and we will not be liable under it, if:
- a. any alteration or repair is made on or through the Viking System, or any object is placed on or attached to the Viking System (including, but not limited to, structures, fixtures, or utilities) without our prior written authorisation;
 - b. any alteration or repair is made to the Viking System by a person other than a Viking Approved Applicator;
 - c. you fail to use reasonable care in maintaining the Viking System, such maintenance to include (but not be limited to) those items listed in the Care & Maintenance Information sheet, as amended and updated by us from time to time. Updated Care & Maintenance Information is available from our website at www.vikingroofspec.co.nz. You acknowledge that we do not have any obligation to notify you of any changes to the Care & Maintenance Information;
 - d. the building is moved from the site at which the Viking System was installed.

8. Notification of claims:

- a. You must provide us with written notice of any claim or potential claim under this warranty within fourteen (14) days of discovery of any leak in the Viking System. Notice must be sent to the address set out above, or to our Registered Office.
- b. By notifying us of any claim or potential claim under this warranty, you authorise us to investigate the cause of the leak. Should our investigation reveal the cause of the leak to be outside the scope of this warranty, then you acknowledge and agree that we may charge you our reasonable investigation costs.

9. General:

- a. Where you acquire, or hold yourself out as acquiring, goods and/or services for the purposes of a business from us as a supplier, you agree that the provisions of the Consumer Guarantees Act 1993 shall not apply to such goods and/or services.
- b. You agree that we will have free access to the Viking System during regular business hours. Nothing in this warranty shall require us to shift any fixture, fitting, plant, equipment or other items so as to allow access to undertake any repairs under this warranty. Without limiting this clause, you acknowledge that we (and / or any agent of ours, or any Viking Approved Applicator) may access the roof at intervals to undertake maintenance inspections, which will generally occur 1, 2, 5, 10, 15 and 20 years from the Job Completion Date.
- c. We are not liable under this warranty while you owe us (or any Viking Approved Applicator) any amounts for installation, supplies, service, or warranty charges.
- d. Our failure at any time to enforce any of the terms or conditions stated in this warranty will not be construed to be a waiver of such provision.

10. Assignment:

- a. You may not assign or otherwise transfer this warranty without our prior written consent. A new owner of the building may apply to us in writing for a transfer of this warranty to them, during the original warranty period. Certain procedures including, but not limited to, an inspection of the Viking System and fees will apply to any reissuance. We reserve the right, in our sole discretion, to refuse to reissue or transfer this warranty.
- b. We may assign our obligations and rights under this warranty at any time.