



Rubber Membrane Product Warranty

Warranty Number _____ Date of Installation _____
Contract Name _____ Contract Address _____
Approved Installer _____ Product Type (& Thickness) _____
Use of Membrane

Roof	Gutter	Deck	Other
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 Area Size _____ Sqm

Roofing And Waterproofing Solutions Limited hereby offers a product warranty on the above contract for a period of 20 years from the date of installation, subject to the following conditions:

- a This warranty only applies to any manufacturing defect in the membrane or premature deterioration due to weathering, which permits any water to pass through the membrane and cause leakage. This warranty covers only the waterproofing properties of the membrane. Roofing And Waterproofing Solutions will not be liable for any non-waterproofing claims including any aesthetic issues.
- b The warranty covers the membrane provided it has been supplied by, and installed in accordance to, Roofing And Waterproofing Solutions Ltd.
- c The warranty does not cover any workmanship faults. This is the responsibility of the installer.
- d An installer that is currently accredited by Roofing And Waterproofing Solutions Ltd has installed the membrane.
- e Roofing And Waterproofing Solutions Ltd will have no further liability or responsibility other than what is set out in this warranty. This warranty will not cover any costs resulting from consequential damages arising from faulty product, workmanship or installation.
- f The warranty period may be compromised with a lack of proof of regular yearly inspections and maintenance of the membrane as per our membrane care and maintenance guidelines.
- g The building owner provides inspection reports as proof of annual maintenance.

This warranty will not cover nor will Roofing And Waterproofing Solutions be held liable for the following acts, conditions, circumstances or and damage or defects which may arise from:

- a Damage caused by falling objects, traffic or any other outside source.
- b Building movement including settlement, expansion and contraction of joints, flashings, terminations or movement between dissimilar substrates.
- c Any new installations over the membrane.
- d Improper installation of other services, electrical or mechanical.
- e Negligent, misuse, improper or unapproved use of the membrane.
- f Improper substrate preparation, including fixings and quality of surface.
- g Where construction is not in accordance with the current building/membrane roofing code.
- h The failure of material or structures to conform to the manufacturer's specifications.
- i Where membrane has not been installed by a Roofing And Waterproofing Solutions Ltd approved installer.
- j Storage, handling or treatment of membrane or membrane accessories other than in accordance with Roofing And Waterproofing Solution's recommendations.
- k Other roofing material failures causing undue stress on the membrane.
- l Defects in/or improper design.
- m Acts of God, floods, fire, earthquake, hail, lightening, hurricane, tornado or any other unusual weather conditions.
- n The advise from an outside party not approved by Roofing And Waterproofing Solutions Ltd.
- o Exposure to chemicals, fire, radiation or any other toxic waste.
- p Moisture, air or gases both internally or externally.
- q Deliberate or accidental modifications, tampering or willful damage to the membrane.

Claims:

- a Any claims must be forwarded to Roofing And Waterproofing Solutions Ltd within 14 days of discovery. Replacement of product will be in accordance with the current Consumer Guarantees Act.
- b This warranty is in addition to, and not in substitution for any rights which the consumer may have in terms of the Consumer Guarantees Act 1993.
- c Claims will be settled by replacement of materials in accordance with current New Zealand Law and to a maximum of total value of initial materials purchased.

Access To Materials And Site:

- a In the event of replacement or inspection, the owner shall supply adequate access to the affected membrane before reparation can occur.
- b Roofing And Waterproofing Solutions Ltd will not be liable or required to carry out movement, removal or replacement of any items such as plant, railings, ladders or any other items, including any of the costs incurred.

Other Warranty Claims:

- a In no circumstance will any other warranty be honored by Roofing And Waterproofing Solutions Ltd except a signed, approved and original document produced by Roofing And Waterproofing Solutions Ltd. All other warranty claims are hereby excluded.

Validity Of Warranty:

- a This warranty is valid and enforceable on the condition full payment has been received by Roofing And Waterproofing Solutions Ltd for the materials supplied.
- b This warranty shall be interpreted according to the laws of New Zealand and any disputes shall be decided in the courts of New Zealand.

Approved by Roofing & Waterproofing Solutions Ltd

Date _____