

DEC-K-ING PRODUCT WARRANTY PVC Membrane

Skellerup Viking Roofing & Waterproofing offers this warranty to the Owner, that its Dec-k-ing membrane will be free of leaks against manufacturing defects. This Warranty covers the Dec-k-ing Membrane for a period of 20 years. Dec-k-ing is approved for use on decks, patios, balconies, garage decks and roof decks (decks over living space). The membrane shall have been installed using Skellerup Viking Roofing & Waterproofing products and/or other material approved in writing by Skellerup Viking Roofing & Waterproofing. The warranty shall apply only to the membrane; other components supplied by Skellerup Viking Roofing & Waterproofing and shall exclude the installation. The watertight integrity of walls, parapet walls and other adjacent structures is not covered.

CONDITIONS AND LIMITATIONS OF THE WARRANTY

This limited warranty is subject to the following Terms, Conditions and Limitations: The Dec-k-ing PVC waterproofing membrane is covered for a period, prorated, of twenty (20) years. If the membrane is damaged by any of the following causes, this Warranty shall not apply to such damages:

- (a) Any natural causes, including but not limited to lightning, hurricane, tornado, hail, the infestation or presence of insects or an animal, or earthquake, or any debris resulting from any of these causes.
- (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
- (c) Environmental fallout, chemical attack or the presence within or outside the Building or any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticiser.
- (d) Infiltration of moisture through any wall, vent, coping or other building structure into the System.
- (e) Any failure, settlement or movement of the deck structure, roof deck or substrate.
- (f) Lack of drainage including but not limited to any condition caused by inadequate or improper deck slope or drains.

Occurrence of any of the following shall cancel Skellerup Viking Roofing & Waterproofing obligations under this Warranty:

- (1) Alteration or repair made on or through the deck without prior written authorisation from Skellerup Viking Roofing & Waterproofing.
- (2) Placement upon or attachment to the deck of any object (including but not limited to any structure, fixture or utility) without prior written authorisation from Skellerup Viking Roofing & Waterproofing.
- (3) **Owner's sale of the Building or purported assignment of this Warranty.**
- (4) Owner's failure to comply with every Term, Condition and Limitation of this Warranty.

The Warranty does not cover fading, discolouration or wear that will occur throughout the life of the product. Membranes are manufactured with a heavy embossing to increase traction; however, there are no express or implied warranties of any kind in regard to this product being non-skid. Membranes are approved for use on ramps, only when installed as per the Safety-Ramp System.

The installation is not covered under our Warranty. The Dec-k-ing contractor providing the work is fully responsible for the workmanship and will handle any warranty work.

The membrane must be installed using only Dec-k-ing floor patch and approved adhesives. The adhesive must be applied as per manufacturer's specifications, in suitable weather conditions.

Skellerup Viking Roofing & Waterproofing, its agents, employees and Dec-k-ing contractors shall have unrestricted access to the deck during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice and equipment at Owner's expense to allow for repairs to be made.

The owner acknowledges that the Dec-k-ing Contractor is not an agent or other legal representative of Skellerup Viking Roofing & Waterproofing. Skellerup Viking Roofing & Waterproofing is not liable for any promise, representation or other responsibility of Dec-k-ing Contractor.

Liability is limited to the cost of the materials and installation or cost of the materials proven to be defective. Under no circumstance will Skellerup Viking Roofing & Waterproofing accept responsibility, or be held liable for, incidental or consequential damages, including but not limited to, the building or the contents of the building. Warranty does not cover damages resulting from misuse or abuse of the product.

The failure of Skellerup Viking Roofing & Waterproofing at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.

Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.

To initiate a claim, customer must produce and submit to the contractor who supplied the product, a copy of the Warranty.

EXCLUSION OF WARRANTIES: EXCEPT AS STATED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO CONTRACTOR/SALES PERSON HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED HEREIN.

Signed: _____

FOR SKELLERUP VIKING ROOFING & WATERPROOFING

Date: _____

Project Location: _____

Warranty No. _____