

## RUBBER MEMBRANE PRODUCT WARRANTY

Skellerup Viking Roofing & Waterproofing offer this Warranty for Skellerup Rubber Membranes for a period of time as indicated below.

1. Skellerup Viking Roofing & Waterproofing warrant that Skellerup Membranes will, subject to the terms set out below, retain their weatherproof and waterproofing properties for the Warranty Period provided the Membrane has been properly fixed according to the specifications set out in the Skellerup Viking Roofing & Waterproofing manual current at the time of installation.
2. This warranty covers the Membrane sheeting together with its specified tapes and adhesives, supplied by Skellerup Viking Roofing & Waterproofing provided materials were new and unused and in good condition at the time of installation and have not been disturbed thereafter.
3. Commencement date - the date of completion of fixing: \_\_\_\_\_
4. Warranty period - The warranty period shall begin from the commencement date and shall run for the number of years as set out below.
5. Type of membrane.

1.0, 1.5, 2.0mm	Skellerup Butylclad Black/Grey Rubber membrane	20 Years From Commencement Date
1.14, 1.52mm	Skellerup Epiclad EPDM Black Rubber Membrane	20 Years From Commencement Date
1.14, 1.52mm	Skellerup Epiclad FBS EPDM Black Rubber Membrane	20 Years From Commencement Date

(Cross out Materials that do not apply)

\_\_\_\_\_  
(Warranties for other membrane must be approved by the Business Unit Manager, Skellerup Viking Roofing & Waterproofing before issue)

6. Project to which this Warranty refers: \_\_\_\_\_
7. This warranty covers only the waterproofing and weatherproofing properties of the membrane. Skellerup Viking Roofing & Waterproofing will not be liable for any failure of the membrane or damage resulting from such a failure if the failure has been caused in part or in whole by the membrane not being fixed in accordance with the manuals referred to in paragraph 1. Skellerup Viking Roofing & Waterproofing does not give any warranty as to the suitability, qualification or abilities of any fixer and will not in any circumstances be liable for the actions or omissions of any fixer.
8. The membrane is not warranted against and Skellerup Viking Roofing & Waterproofing shall not be liable for loss of waterproofing and weatherproofing properties caused by:
  - Objects penetrating the sheeting, or mechanical damage.
  - Chemical damage.
  - Any shifting or altering the Membrane after installation.
  - Causes outside the Specification.
  - Any deliberate, wilful, reckless or negligent act.
  - Infiltration or condensation of moisture in, through, around, or above the walls of the building, or damage caused by the lack of positive drainage (ponded water) or ventilation.
  - 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 and which no human foresight can protect against and of which human prudence is not bound to recognise the possibility in the locality concerned.

This Warranty is for the waterproofing and weatherproofing integrity of the membrane, any deterioration or change in the aesthetic colour or finish of the membrane is not covered by this warranty.
9. This Warranty does not extend to consequential damage caused by the failure of Skellerup Rubber Membranes and liability for such loss howsoever arising is hereby excluded.
10. Skellerup Viking Roofing & Waterproofing liability is in any circumstances limited to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Skellerup Viking Roofing & Waterproofing based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum prorated value allowed by Skellerup Viking Roofing & Waterproofing for repair or credit shall not exceed the original purchase price.
11. The obligations under this warranty shall only be enforceable against Skellerup Viking Roofing and Waterproofing once payment has been received for the product supplied.
12. Should any defect occur which requires a remedy in terms of this Warranty; the defect must be notified to Skellerup Viking Roofing & Waterproofing in writing within fourteen (14) days of discovery. The remedial work shall be as determined by Skellerup Viking Roofing & Waterproofing and carried out to their specifications by a contractor nominated by Skellerup Viking Roofing & Waterproofing.
13. Nothing in this Warranty shall require Skellerup Viking Roofing & Waterproofing to shift any fixtures, plant, equipment or other items so as to allow access to any Membrane to be replaced. Neither shall Skellerup Viking Roofing & Waterproofing be liable for any costs involved in such shifting or reinstallation.
14. This Warranty represents the limit of Skellerup Viking Roofing & waterproofing liability for Skellerup Rubber Membranes. All other warranties express or implied are hereby excluded.
15. This Warranty shall be interpreted according to the laws of New Zealand and any disputes shall be decided in the Courts of New Zealand.

**Signed:** \_\_\_\_\_  
For SKELLERUP VIKING ROOFING & WATERPROOFING

**Date:** \_\_\_\_\_

**Warranty No.** \_\_\_\_\_