

Viking EcoStar System Product Warranty



Viking Roofspec offers this Warranty for the EcoStar System for 50 years from the Warranty Commencement Date ("Warranty Period").

1. Viking Roofspec warrants that the EcoStar System will, subject to the terms set out below; be free from manufacturing defects for the Warranty Period, when 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 ("Viking Specifications").
2. This Warranty covers only materials supplied by Viking Roofspec as the EcoStar System, including the EcoStar tiles, proprietary EcoStar accessories and underlay; 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 the EcoStar System installation)
4. The EcoStar System

Tile Colour: _____
5. The Building

Project Address: _____

Installed by: _____
6. This Warranty provides protection against any shingle defect (such defect being of a type covered under the terms of this Warranty) that arises in the course of ordinary and everyday wear and tear to the roof caused by normal exposure to the elements. It does not provide protection against damage caused by situations and events beyond normal exposure conditions, such as, but not limited to:
 - a) failure or damage resulting from any failure that has been caused in part or in whole by the EcoStar System not being installed in accordance with the Viking Specifications. Viking Roofspec does not give any warranty as to the suitability, qualification or abilities 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 EcoStar System;
 - b) damage caused by winds greater than 175km/h. Damage caused by winds below and up to 175km/h is limited to the minimum fifteen (15) year durability period required by New Zealand Building Code (contained as the First Schedule to the Building Regulations 1992);
 - c) Acts of God which include, but are not limited to, acts of nature such as earthquakes, storms, floods, lightning strikes, tornado, hailstorm or falling objects and explosions;
 - d) damage caused by materials used as the substrate over which the EcoStar System is applied;
 - e) damage caused by any shifting or altering of the Building, settlement, distortion or cracking, infiltration or condensation of moisture in, around, or above the walls of the Building or the failure of other Building components;
 - f) damage caused by traffic on the roof;
 - g) failure to provide adequate ventilation for any roof cavity;
 - h) objects penetrating the EcoStar System or mechanical damage;
 - i) chemical or substance (save those specifically approved for use with EcoStar by Viking Roofspec);
 - j) environmental factors including dirt, pollutants and biological agents, fungi, bacteria or spores; or
 - k) accident or intentional or negligent acts, misuse, abuse, vandalism or civil disobedience or the like.
7. In addition to the above limitations, this Warranty will be void and Viking Roofspec will not be liable under it if;
 - a) any alteration or repair is made on or through the EcoStar System (including, but not limited to: structures, fixtures or utilities) without prior written authorisation from Viking Roofspec;
 - b) the owner of the Building fails to use reasonable care in maintaining the EcoStar System. Maintenance includes (but is not limited to), that outlined in the Viking Specifications and maintenance guides as amended and updated from time to time on the Viking Roofspec website at www.vikingroofspec.co.nz. You acknowledge that Viking Roofspec have no obligation to notify you of changes to the care and maintenance information; or
 - c) the Building is moved from the site at which the EcoStar System was originally installed
8. Change in the aesthetics, colour or finish of the EcoStar System is not covered by this Warranty.
9. 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.

10. Viking Roofspec's liability is in any circumstances limited to (at the option of Viking Roofspec) either;
 - providing for the repair, partial replacement or cleaning of the original EcoStar System;
 - or providing a credit to be applied towards the purchase of a new EcoStar System, calculated pro rata, based upon the number of remaining months of the unexpired Warranty Period, using the current material prices for the EcoStar 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.
11. The obligations under this Warranty shall only be enforceable against Viking Roofspec upon completion of the installation of the EcoStar System; completion of the installation contract; and once payment in full has been received for the product supplied.
12. 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 EcoStar System in order to investigate or to affect repairs under this Warranty during normal business hours.
13. Any remedial work required under this Warranty shall be as determined by Viking Roofspec and shall be carried out to the Viking Specifications by a contractor nominated by Viking Roofspec. Viking Roofspec reserves the right to discontinue or modify any EcoStar System component, without notice to the consumer. In the event that a material or component is no longer available for repair or replacement, suitable products will be designated by Viking Roofspec, of comparable quality to the original materials provided. Viking Roofspec does not accept liability for delay or variance in comparison to original materials, in the event of materials having to be replaced.
14. 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 EcoStar System to be repaired or replaced. Neither shall Viking Roofspec be liable for any costs involved in such shifting or reinstallation.
15. In the event of a repair or replacement pursuant to this Warranty, this Warranty shall also apply to the replaced or repaired EcoStar System components and will extend for the balance of the Warranty Period at the time of such repair or replacement.
16. This Warranty represents the limit of Viking Roofspec's liability for the EcoStar 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. _____



Angela Samuel
For Viking Roofspec

Date Issued