

# Viking Torch-On Mercury FC System Product Warranty



Viking Roofspec offers this Warranty for the Viking Membrane System for 20 years from the Warranty Commencement Date ("Warranty Period").

1. Viking Roofspec warrants that the Membrane System will, subject to the terms set out below, retain its waterproofing for the Warranty Period provided that the Membrane System has been properly 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](http://www.vikingroofspec.co.nz) and training provided by Viking Roofspec ("Viking Specifications").
2. This Warranty covers only materials supplied by Viking Roofspec as the Membrane System, including the membrane and primer 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 Membrane System installation)
4. The Membrane System  
  
Membrane Type: Viking Torch-On Mercury FC  
Underslab Type: \_\_\_\_\_
5. The Building  
  
Project Address: \_\_\_\_\_  
  
Tanking Application: \_\_\_\_\_  
  
Installed by: \_\_\_\_\_
6. This Warranty covers only the waterproofing properties of the Membrane System. Viking Roofspec will not be liable for any failure of the Membrane System or damage resulting from any failure that has been caused in part or in whole by the Membrane System not being installed in accordance with the Viking Specifications. Viking Roofspec does not give any warranty as to the suitability 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 Membrane System.
7. The Membrane System is not warranted against, and Viking Roofspec shall not be liable for loss of waterproofing properties or damage caused by:
  - objects penetrating the sheeting, or mechanical damage;
  - chemical or substance
  - shifting or altering of the building after installation;
  - the failure of other Building components;
  - the lack of adequate protection for the membrane
  - the lack of adequate drainage;
  - environmental factors including pollutants and biological agents, contaminated water or contaminated earth;
  - accident or intentional or negligent acts, misuse, abuse, vandalism or civil disobedience or the like; or
  - 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.
8. In addition to the above limitations, this Warranty will be void and Viking Roofspec will not be liable under it if;
  - any alteration or repair is made on or through the Membrane System (including, but not limited to: structures, fixtures or utilities) without prior written authorisation from Viking Roofspec;
  - any alteration or repair is made to the Membrane System by a person other than a Viking Approved Applicator;
9. Viking Roofspec shall not be liable under this Warranty (or any implied warranties which are not excluded under clause (15) 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 of the original Membrane System,
  - or providing a credit to be applied towards the purchase of a new Membrane System, calculated pro rata, based upon the number of remaining months of the unexpired Warranty Period, using the current material prices for the Membrane 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 Membrane 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 Membrane 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 in accordance with the Viking Specifications by a contractor nominated by Viking Roofspec. Viking Roofspec does not accept liability for delay in sourcing or inability to match repair materials.
14. Nothing in this Warranty shall require Viking Roofspec to shift any earth, hardfill, structure fixtures, plant, equipment, flashings or other items so as to allow access to part of any Membrane System to be repaired or replaced. Neither shall Viking Roofspec be liable for any costs involved in such shifting or reinstallation.
15. This Warranty represents the limit of Viking Roofspec's liability for the Membrane System. All other warranties, express or implied, are hereby excluded to the maximum extent permitted by applicable law.
16. 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.
17. 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