

Viking CertainTeed System

Product Warranty



Viking Roofspec offers this Warranty for the CertainTeed System for the period of _____ years from the Warranty Commencement Date ("Warranty Period").

1. Viking Roofspec warrants that the CertainTeed System will, subject to the terms set out below; be free from manufacturing defects for the Warranty Period, when installed 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 CertainTeed System, including the shingles, proprietary 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 CertainTeed System installation)
4. The CertainTeed System

CertainTeed Profile: _____
CertainTeed 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 CertainTeed 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 CertainTeed System;
 - b) damage caused by winds greater than those listed in the following Table 1.1 for each product. Damage caused by winds below and up to the maximum shown in Table 1.1 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):

Table 1.1

CertainTeed System	Warranty Period	Wind Warranty
XT25	25 years	Low (115km/h)
Landmark 30	30 years	Very High (180km/h)
Highland Slate*	50 years	Very High (205km/h)
Presidential Shake*	50 years	Very High (205km/h)

*205 km/h when installed as per Viking Roofspec's 'extra high' fixing specification

- 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 CertainTeed 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 CertainTeed System or mechanical damage;
- i) chemical or substance (save those specifically approved for use with CertainTeed shingles by Viking Roofspec);
- j) environmental factors including dirt, pollutants and biological agents, fungi, bacteria or spores. In the case of shingles sold as Algae Resistant (AR) shingles, Viking Roofspec will clean, replace or repair, at our option, per the terms of this Warranty, only shingles that are proven to be contaminated with algae during a term of 10 years from the Warranty Commencement Date; 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 CertainTeed 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 CertainTeed System. Maintenance includes (but is not limited to), that outlined in BRANZ Appraisal 276 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 CertainTeed System was originally installed
8. Change in the aesthetics, colour or finish of the CertainTeed 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 17) 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 CertainTeed System;
 - or providing a credit to be applied towards the purchase of a new CertainTeed System, calculated pro rata, based upon the number of remaining months of the unexpired Warranty Period, using the current material prices for the CertainTeed 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 CertainTeed 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 CertainTeed System in order to investigate or to affect repairs under this Warranty during normal business hours.
13. Where the applied shingle contains self-sealing asphalt strips, if any of the strips fail to properly activate within the first year of application, the customer must notify Viking Roofspec under the terms of this Warranty and Viking Roofspec must be afforded the opportunity to hand seal, at our own expense, any non-sealed shingles.
14. 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 reserves the right to discontinue or modify any CertainTeed System or 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.
15. 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 CertainTeed System to be repaired or replaced. Neither shall Viking Roofspec be liable for any costs involved in such shifting or reinstallation.
16. In the event of a repair or replacement pursuant to this Warranty, this Warranty shall also apply to the replaced or repaired or cleaned shingles and will extend for the balance of the Warranty Period at the time of such repair, cleaning or replacement.
17. This Warranty represents the limit of Viking Roofspec's liability for the CertainTeed System. All other warranties, express or implied, are hereby excluded to the maximum extent permitted by applicable law.
18. 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.

19. 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

SAMPLE