

# Viking SilCoat System

## Product Warranty



Viking Roofspec offers this Warranty for the Viking SilCoat materials for 10 years from the Warranty Commencement Date ("Warranty Period").

1. Viking Roofspec warrants that the Silicone Roof Coating System will, subject to the terms set out below, retain its waterproofing and weatherproofing for the Warranty Period provided that the Silicone Roof Coating 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 Silicone Roof Coating System, including the Coating, Primer, SeamSeal and Walkpad; 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 Silicone Roof Coating System  
Coating Type: \_\_\_\_\_  
Coating Colour: \_\_\_\_\_
5. The Building  
Project Address: \_\_\_\_\_  
Area of Application: \_\_\_\_\_  
Installed by: \_\_\_\_\_
6. This Warranty covers only the waterproofing and weatherproofing properties of the Silicone Roof Coating System. Viking Roofspec will not be liable for any failure of the Silicone Roof Coating System or damage resulting from any failure that has been caused in part or in whole by the Silicone Roof Coating 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 Workmanship Warranty covering any defects in the installation of the Silicone Roof Coating System.
7. The Silicone Roof Coating System is not warranted against, and Viking Roofspec shall not be liable for loss of waterproofing properties or damage caused by:
  - objects penetrating the coating, or mechanical damage;
  - chemical or substance (save those specifically approved for use by Viking Roofspec; any shifting or altering of the building after installation)
  - infiltration or condensation of moisture in, around, or above the walls of the Building or the failure of other Building components;
  - the lack of positive drainage (ponded water)
  - the lack of adequate ventilation;
  - environmental factors including dirt, pollutants and biological agents, fungi, bacteria or spores; 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. 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.
9. Viking Roofspec's liability is in any circumstances limited to (at the option of Viking Roofspec) either:
  - providing replacement new materials for the defective materials
  - providing a refund for the defective materials, the amount of which shall not exceed the original purchase price of the product(s).
10. The obligations under this Warranty shall only be enforceable against Viking Roofspec upon completion of the installation of the Silicone Roof Coating System; completion of the installation contract; and once payment in full has been received for the product supplied.

11. 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 Silicone Roof Coating System in order to investigate or to affect repairs under this Warranty during normal business hours.
12. 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 Silicone Roof Coating System to be repaired or replaced. Neither shall Viking Roofspec be liable for any costs involved in such shifting or reinstallation.
13. This Warranty represents the limit of Viking Roofspec's liability for the Silicone Roof Coating System. All other warranties, express or implied, are hereby excluded to the maximum extent permitted by applicable law.
14. 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.
15. 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

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Date Issued