



**SKELLERUP**

## MEMBRANE COATING PRODUCT WARRANTY

Skellerup Roofing and Waterproofing offer this Warranty for Skellerup Membrane Coating Systems for a period of time as indicated below.

1. Skellerup Roofing and Waterproofing warrant that Skellerup Membrane Coating System will, subject to the terms set out below, retain its weatherproof and waterproofing properties for the Warranty Period PROVIDED the System has been applied according to the specifications set out in the Skellerup Roofing and Waterproofing manual current at the time of installation.
2. This warranty covers the Membrane Coating System together with its specified accessories supplied by Skellerup Roofing and 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.  
 ..... Years From Commencement Date
5. Type of membrane. **CCW-5123 HD Polyurethane Coating System - Vehicular Traffic Deck**
6. Project to which this Warranty refers .....
7. The validity of the Warranty for the stipulated period shall only be maintained provided an inspection of the Membrane Coating System is carried out by a Skellerup Technical Representative every five years from the date of completion. Any subsequent preventative maintenance coating applications following these inspections shall be the care of the owner.
8. This warranty covers only the waterproofing and weatherproofing properties of the Membrane Coating System. Skellerup Roofing and Waterproofing will not be liable for any failure of the Membrane Coating System or damage resulting from such a failure if the failure has been caused in part or in whole by the Coating System not being fixed in accordance with the manuals referred to in paragraph 1. Skellerup Roofing and 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.
9. The Coating System is not Warranted against and Skellerup Roofing and Waterproofing shall not be liable for loss of waterproofing and weatherproofing properties caused by:
 

<ul style="list-style-type: none"> <li>-Objects penetrating the coating, or mechanical damage.</li> <li>-Any shifting or altering the Coating after installation.</li> <li>-Any deliberate, wilful, reckless or negligent act.</li> </ul>	<ul style="list-style-type: none"> <li>-Chemical damage.</li> <li>-Causes outside the Specification.</li> <li>-Acts of God.</li> </ul>
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 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.
10. This Warranty does not extend to consequential damage caused by the failure of the Coating System and liability for such loss howsoever arising is hereby excluded.
11. Skellerup Roofing and Waterproofing liability is in any circumstances limited to the providing of repair material for the original Membrane system or credit to be applied towards the purchase of a new Membrane system, the value of these remedies being determined by Skellerup based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane system. The maximum pro-rated value allowed by Skellerup for repair or credit shall not exceed the original purchase price.
12. The positive obligations under this warranty shall only be enforceable against Skellerup Roofing and Waterproofing once payment has been received for the product supplied.
13. Should any defect occur which requires a remedy in terms of this Warranty, then the defect must be notified to Skellerup Roofing and Waterproofing in writing within fourteen (14) days of discovery. The remedial work shall be as determined by Skellerup and carried out to their specifications by a contractor nominated by Skellerup.
14. Nothing in this Warranty shall require Skellerup Roofing and Waterproofing to shift any fixtures, plant, equipment or other items so as to allow access to any Membrane Coating to be replaced. Neither shall Skellerup be liable for any costs involved in such shifting or reinstallation.
15. This Warranty represents the limit of Skellerup Roofing and Waterproofing liability for Skellerup Membrane Coating System. All other warranties express or implied are hereby excluded.
16. This Warranty shall be interpreted according to the laws of New Zealand and any disputes shall be decided in the Courts of New Zealand.

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For SKELLERUP ROOFING & WATERPROOFING

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DATE

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Warranty No .....