



AUCKLAND ROOF RESTORATION LTD WARRANTY

1. TERMS OF CONTRACT

All work will be performed Investment by Auckland Roof Restoration Ltd (ARR) the terms and conditions set out herein. No other terms and conditions apply unless agreed between the parties in writing.

2. WORKMANSHIP WARRANTY

2.1 We will warrant to repair and coat the surface using ARR materials in accordance with the manufacturer's specifications. We will guarantee the job against defective workmanship for a period of 10 years from the date of application.

2.2 ARR and as such are responsible for the quality of the work performed for you. No claim regarding workmanship may be made against the supplier of materials, ARR.

3. MATERIALS WARRANTY

3.1 ARR will guarantee to supply only high quality materials for their roof coating systems and subject to the special provisions set out herein, will guarantee to replace or repair faulty materials causing loss of adhesion of the ARR system through flaking, peeling or chipping for a period of 12 years from the date of application.

4. SPECIAL CONDITIONS TO WORKMANSHIP & MATERIAL WARRANTIES

4.1 All claims shall be notified to us or ARR within 1 month of the first sign of failure of materials or application.

4.2 The warranty does not apply in the event of factors outside of our control. Such factors include substrate movement, loss of adhesion to cracks, mechanical or physical damage, lack of suitable maintenance or any latent defects or deficiencies in the surface product or materials to which it is applied. This includes any loss of adhesion of any of the previous coating/s or any adverse reaction as between the ARR System and other materials located on or around the area to which it is applied, which negatively effects the ARR System or the adhesion of it to existing surfaces.

4.3 The warranties shall be limited to either:-

- ☐ providing for the repair of the ARR System;
- ☐ or providing a credit to be applied towards the purchase of a new ARR System, calculated pro rata, based upon the number of remaining months of the unexpired warranty using the current material prices for the ARR System. The maximum pro rata value allowed for credit shall not exceed the original purchase price of the ARR System.

4.4 The warranties shall only apply where the roof has been kept free of dirt and leaves and where the Customer can establish that it has engaged with ARR to maintain the ARR System using approved ARR Treatment products at least once every three years.

4.5 The warranties do not apply to a loss in the gloss/sheen arising from natural weathering effects.

4.6 No claim shall be accepted unless the customer has made full payment for the work carried out.

4.7 Neither us nor ARR shall be liable for any consequential, indirect or special damage or resultant loss arising from any product or workmanship failure.

4.8 On no account shall the liability of us or ARR exceed the contract price paid to us by yourself.

5. PAYMENT

5.1 Payment and/or submission of payment schedule is to be made by you within 5 days of submission of invoice/payment claim unless otherwise previously arranged.

5.2 If payment is not received within 10 days from date of invoice, we reserve the right to charge interest at 3% per month on the amount outstanding, from the invoice/payment claim date until the time that payment is made. We reserve the right to use a debt recovery service if the account remains unpaid. All costs and charges relating to recovering overdue or unpaid accounts will be payable by the customer.

6. GENERAL CONDITIONS AS TO PRODUCT APPLICATION

6.0 Latent Defects

We will exercise reasonable skill and care in inspecting your roof, but it is limited to a visual inspection. We take no responsibility for latent defects, and may (completely on our own volition) make changes to the scope of repairs including the price of repairs and/or terminate the contract, based upon the latent defects subsequently discovered.

6.1 Leaking roofs

In conjunction with locating any leaks your roof has, we require you, as the customer, to warn of any problems you are aware of on your roof. We will repair the problem and in those few instances where we cannot we will advise you accordingly (e.g. replacing a valley may require a roofer). We guarantee our workmanship in applying the surface coating. Once the roof has been coated we will return to inspect if any further leaks occur and if needed will make the necessary repairs that we would be reasonably expected to do. If leaks are caused by some reason outside of our control we will advise you of what needs to be done. We cannot guarantee a roof against leaks. Leaks that occur after a reasonable time from the roof being completed (approximately 6 months) will involve a charge to find and repair.

6.2 Weather Constraints

All jobs are carried out subject to weather permitting. The preparation for, and the application of, ARR Systems are naturally very weather dependent. Rain, wind and excessive heat can disrupt the roof restoration process. We try to use the less favourable weather conditions (rain and wind) for preparation, washing and repairs. Therefore we try to use the most favourable weather conditions (dry and calm) for the paint coating application process.

6.4 Health & Safety

It is important to us that our staff work in a safe environment. Ensuring we are taking proper protection also protects you in the case of mishap. Our company complies with the Health & Safety NZ (OSH) requirements. When working above certain heights we must take precautions to ensure a safe working environment for our contractors. The Company provides a safety harness for the contractor. If working conditions demand additional safety equipment the cost of this will be reflected in the quote.

6.5 Drinking Water Collection

Ensure you notify us if you collect drinking water from the roof so we can disconnect the water collection system. Do not reconnect the water collection system until at least two heavy rainfalls (20mm) of rain have occurred.

7. FORCE MAJEURE

Neither party shall be liable for any failure to perform or for any delay in performing any of its obligations under this agreement where such failure or delay is due to any cause reasonably beyond such party's reasonable control.