



# Workmanship and Application Warranty

**To: Gemma Wild**

**We: Auckland Integrity Waterproofing, (the Applicator)**

Having completed our contract on the application of the membrane systems as follows;

|                                   |                                        |                |      |
|-----------------------------------|----------------------------------------|----------------|------|
| <b>BUILDING CONSENT NO:</b>       | N/A                                    | <b>JOB NO:</b> | 1931 |
| <b>INSTALLATION COMPLETED ON:</b> | 19 October 2023                        |                |      |
| <b>BUILDING OWNER:</b>            | Gemma Wild                             |                |      |
| <b>JOB ADDRESS:</b>               | 498 Ponga Road, Ōpaheke, Papakura 2584 |                |      |
| <b>AREA LAID m<sup>2</sup>:</b>   | 34m <sup>2</sup>                       |                |      |
| <b>TYPE/SUPPLIER:</b>             | Viking Enviroclad                      |                |      |
| <b>MEMBRANE USAGE:</b>            | Roof & Gutter                          |                |      |

Auckland Integrity Waterproofing Ltd, hereby undertake that we will rectify at our own cost, any failure in performance by the above mentioned system or systems resulting from defective workmanship and application, which occurs within the period of **FIVE years / Roof or Deck TWO years** from the date of completion of our contract. The Applicator shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and however arising.

The systems nominated in this Warranty have been applied as fully representative of the Manufacturer's current specification for each system to permit performance as claimed for that system.

Our liability under this Warranty is subject to the following terms and conditions:-

1. The Warranty shall not be binding on the Applicator until payment in full is received by the Applicator in respect of the above described contract.
2. This Warranty shall be void and of no effect, and the Applicator shall have no liability in respect thereof, if the Applicator is not given notice in writing of any alleged failure or fault or deterioration relating to the processes within seven days of the discovery by the Client of such alleged failure, fault or deterioration.
3. In the event of liability being established pursuant to this Warranty the Applicator shall repair and reinstate the systems as may be required to make good the areas requiring repair PROVIDED that the Applicator shall be entitled to demand and be reimbursed by the Client for all expenses incurred in the investigation of any alleged failure, fault or deterioration, if, on investigation and in accordance with the forgoing terms and conditions, it is found that this Warranty shall not apply, and it shall not be the responsibility under the terms of this Warranty for the Applicator to rectify such alleged failure, fault or deterioration.

4. The Applicator does not warrant that any repair work carried out pursuant to the terms of this Warranty when completed shall exactly match the existing applied systems in respect to colour and/or texture.
5. All other warranties, guarantees or conditions of whatsoever nature, relating to the application of the systems and whether expressed, implied or given to be expressed, implied or given by any agent or employee of the Applicator, or implied or prescribed, or to be implied or to be prescribed by law are hereby excluded.
6. There shall be no liability for the Applicator in respect of this Warranty for any damage to the applied processes caused by act of God, exceptional weather conditions, fire, war, riots, civil commotion, vandalism, nuclear explosion and/or fallout, damage caused by objects dropping or falling from aeroplanes or other airborne devices, bursting or other forms of destruction or failure of gas or fluid carrying pipes or other vessels, electrical faults including fusion and short circuits, negligence or wilful damage by the main contractor, owner and/or occupier of the building and/or visitors to the building on which the processes are placed, and any criminal act or any consequential damage.
7. Where it is necessary for the Applicator to repair any defective workmanship, the Customer shall remove and/or replace plant, equipment or any other objects that hinder the access by the Applicator to the Materials. The cost of any site visit requested under a warranty claim which does not reveal any problem relating to the warranted scope of work shall be paid for by the party requesting the inspection at the current trade consultancy rates.
8. There shall be no liability for the Applicator for any deterioration of the applied system resulting from physical damage due to point loads or mechanical causes, spillage of any substance onto the surface however caused whether during the construction work or thereafter which were not allowed for in the original design and specification contract documents or arising from any natural disturbance of the structure.
9. This Warranty is null and void if any work is carried out on the applied system without prior written consent of the Applicator or if a change in the use of the building from that of which it was designed at the time of completion of the Applicator's contract affects the performance of the application.
10. The benefit of this Warranty is not assignable without prior written consent of the Applicator.
11. This Warranty excludes performance of the materials applied which is covered under a separate Warranty issued by the suppliers of the products.
12. To maintain your warranty you must have an approved applicator (appropriate for the materials used) to inspect these works (all waterproofing works apart from underground tanking) every 30 months (two and half years) and ensure it remains in good condition. These inspections should be inexpensive and are the best way to ensure the waterproofing systems put in place stay in top condition. The inspection shall be done according to material supplier's inspection checklist.

Signed \_\_\_\_\_

Date: 19/10/2023

**J. Wong** (On Behalf of Auckland Integrity Waterproofing Ltd)