



5 YEAR RESIDENTIAL ROOFING SERVICES WARRANTY

DATE OF ISSUE:

WARRANTY BETWEEN **Marshall Industries Ltd** (the Contractor)
OF **P O Box 846, INVERCARGILL 9844** (Contractor's Address)

AND (the Client)

OF (Client's Address)

WARRANTY FOR premises where roof is to be installed situated at:
..... (premises address)

Please tick which is applicable (or strike out which does not apply):

- A. The roof is required for your own private residence
- B. The roof is required for re-supply in the course of your business (eg. Builder, Property Developer)

Scope and specifications of installation services:
.....
.....
.....
.....

Colour of roofing material:

Please indicate your acceptance of the warranty conditions contained overleaf by signing below:

..... Full name of Client
..... Signature
..... Date

PLEASE RETURN WITH ACCEPTANCE OF QUOTATION

- One (1) signed copy to the Contractor at the above address.
- Client to retain one (1) copy.

WARNING — This Warranty is only permitted to be used by Members of the Roofing Association of New Zealand Inc.
— This Warranty is recommended for use by members of the Roofing Association of New Zealand Inc. but is not underwritten by the Roofing Association.

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Terms and Conditions

The Contractor will repair or make good any defects in workmanship arising from the installation of **the Client's** roof within five years following completion of the installation work. This warranty is subject to the following conditions (to the extent permitted by law).

1. Any time stated for installation of **the Client's** roof is an estimate only. **The Contractor** is not liable for any delay in completing the installation of **the Client's** roof.
2. **The Contractor** is not liable to carry out any remedial work unless they receive written notice from **the Client** of the claim within seven (7) days after discovery of the defect.
3. **The Contractor** is not obligated to carry out any work for so long as **the Client** is in default in relation to any payment owing to **the Contractor**.
4. **The Contractor** will attend to any matter covered by this warranty within 14 days following receipt of written notice from **the Client** of the claim (weather permitting).
5. This warranty is available only in respect of the installation services provided by **the Contractor** and does not cover:
 - 5.1 Roofing materials supplied in connection with the installation of your roof;
 - 5.2 Work carried out by other tradespersons;
 - 5.3 Any other materials, components or workmanship pertaining to, or attached to or over, your roof;
 - 5.4 Any defects in the design of your roof; or
 - 5.5 Any physical damage to your roof caused by extraneous circumstances beyond our control which a roof of that type could not reasonably be expected to withstand.
6. To the extent that **the Contractor** is able to do so, **the Contractor** will make available to **the Client** the benefit of any warranties provided by the manufacturer of the roofing materials which are supplied **by the Contractor to the Client**.
7. **The Contractor's** liability in respect of all claims for loss, damage or injury arising from the performance of any installation services is limited to the price of those installation services. **The Contractor** is not liable for:
 - 7.1 Any act, omission or failure to perform any obligation under this agreement which is due to any cause beyond **the Contractor's** control; or
 - 7.2 Any verbal representations or any warranties, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise (including where implied by law or trade custom) except where expressly stated by **the Contractor** in writing; or
 - 7.3 Any loss of profit or any consequential or indirect loss, damage or injury suffered by **the Client** arising from the supply of installation services to **the Client**.
8. Where the Consumer Guarantees Act 1993 applies, if the installation services are acquired by **the Client** for business purposes, **the Client** agrees that the Consumer Guarantees Act 1993 does not apply.
9. Nothing in these terms is intended to have the effect of contracting out the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and the terms of this Warranty are to be modified to the extent necessary to give effect to that intention.