



COMMERCIAL/INDUSTRIAL WORKMANSHIP GUARANTEE

(Standard Form)

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.

GUARANTEE BETWEEN: **Marshall Industries Ltd** (the Guarantor)
P O Box 846, INVERCARGILL 9844

AND: (the Client)
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DESCRIPTION OF WORK:
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TO PREMISES AT:
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THIS DEED WITNESSES

1.0 GUARANTOR'S OBLIGATIONS

1.1 The Guarantor agrees that if the Guarantor is advised by the Client of any defect to **WORKMANSHIP** in the Guaranteed Works within **FIVE YEARS** of the date of completion, the Guarantor shall immediately take steps to remedy that defect subject to the conditions of this agreement.

2.0 REMEDIAL WORK

2.1 Any remedial work which the Guarantor is required to do under this Guarantee shall be done:
a) to the standard required by the Contract
b) in a prompt and timely manner
c) without any unnecessary inconvenience to any occupants of the Works
d) at the Guarantor's cost

3.0 FAILURE BY THE GUARANTOR TO PERFORM REMEDIAL WORKS

3.1 In the event of any defect in the guaranteed works becoming apparent the client shall notify in writing (within 14 days) to the guarantor of the defect and requiring the work to be carried out.

3.2 If the Guarantor fails (within 14 days) to respond and/or adequately and satisfactorily carry out the remedial work necessary, the Client may arrange for the remedial work to be carried out by other persons. In such an event the Guarantor shall be in no way released from its obligations under this Guarantee, which shall continue in full force and effect. The cost of remedial work carried out by such other persons shall be paid by the Guarantor on demand from the Client.

4.0 EXCLUSIONS

- 4.1 It is acknowledged by the Client that the Guarantor shall not be liable for any defect or damage caused by:
- a) any wilful act or negligence of the Client or any person other than the Guarantor, its employees or agents;
 - b) fire, earthquake or war;
 - c) any force of nature or other force majeure which the Guarantor could not reasonably foresee;
 - d) any neglect or delay by the Client in giving notice to the Guarantor of a defect in the Guaranteed Works within 14 days of the defect becoming apparent;
 - e) the Guarantor accepts no responsibility or liability for any consequential damage to the property or any other property of any description arising from any cause;
 - f) the Guarantor may not be obligated to carry out any remedial work as long as there is any default of any Contract Payment to the Guarantor.

5.0 COSTS

5.1 The cost of any site visit requested under a warranty claim which does not reveal any problem relating to the warranted scope of work may be paid for by the party requesting the inspection at the then current trade consultancy rates.

6.0 MATERIALS

6.1 The Guarantor shall pass on to the client such written Warranties/Guarantees as are provided by the relevant materials Manufacturers or Suppliers **PROVIDED THAT** the materials Warranty/Guarantee provided by the Manufacturers or Suppliers will be the sole responsibility of said Manufacturers or Suppliers and no liability or responsibility for materials shall form part of this Guarantee.

7.0 GENERAL

7.1 The Guarantor agrees that the rights contained in this Guarantee may be assigned to any subsequent owner of the contract works before the expiry date.

8.0 DATE OF SUBSTANTIAL COMPLETION

27DAY OF November 2008.....

SIGNED THIS 12.....DAY OF March..... 2009.....

THE GUARANTOR

THE CLIENT or THEIR AGENT

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Name:

Name:

Position:

Position:.....