

RESIDENTIAL ROOF WARRANTY



Address Warranted 123 Sample Avenue, Sampletown, Samplecity
Gerard Certified Roofer Sample Roofing Ltd
Name of Purchaser Mr & Mrs Andrew and Andrea Sample
Product Description Stratos, Textured in Charcoal

Warranty Date 01-09-2022
Warranty Number 013789

SAMPLE

TEXTURED FINISH WARRANTIES

WEATHER PERFORMANCE WARRANTY	SURFACE COATING WARRANTY
30 YEARS	20 YEARS
TEXTURED FINISH	TEXTURED FINISH
STANDARD ENVIRONMENT	
More than 500 m from breaking surf	

WEATHER PERFORMANCE WARRANTY	SURFACE COATING WARRANTY
15 YEARS	15 YEARS
TEXTURED FINISH	TEXTURED FINISH
CORROSIVE ENVIRONMENT	
Within 500 m of breaking surf	
Anything within 50 m East Coast and 100 m West Coast is not covered	

SMOOTH FINISH WARRANTIES

WEATHER PERFORMANCE WARRANTY	SURFACE COATING WARRANTY
30 YEARS	15 YEARS
SMOOTH FINISH	SMOOTH FINISH
STANDARD ENVIRONMENT	
More than 500 m from breaking surf	

WEATHER PERFORMANCE WARRANTY	SURFACE COATING WARRANTY
15 YEARS	10 YEARS
SMOOTH FINISH	SMOOTH FINISH
CORROSIVE ENVIRONMENT	
Within 500 m of breaking surf	
Anything within 50 m East Coast and 100 m West Coast is not covered	

Our obligations under these warranties are subject to the CONDITIONS and EXCLUSIONS overleaf and apply only if the roof has been fitted by a Gerard Certified Roofer in accordance with the Gerard Roofs Installation Guide. You must follow the recommendations in Gerard Roofs' maintenance guidelines for this warranty to remain valid. The maintenance guidelines are available on request from Gerard Roofs.

WARRANTY CONDITIONS & EXCLUSIONS

1. The warranties apply only if the Purchaser has made full payment for the supply and fitting of the roof.
2. As colour variations may exist in tiles and trims manufactured at different times, we reserve the right to repair or replace a tile or trim in the closest available colour in our range at the time of repair or replacement.
3. The performance of a roof or individual tiles may be affected by the following. The warranties do not apply (and we are not liable) if:
 - a. the roof/tiles/trims are not maintained strictly in accordance with the Gerard Roofs Maintenance Guidelines issued by us from time to time (which include, amongst other things, repainting smooth tiles after 15 years (10 years in severe marine environments) or if certain signs of deterioration are exhibited);
 - b. the tiles and other roofing materials are not stored, handled and installed strictly in accordance with the Gerard Roofs Installation Guide issued by us from time to time;
 - c. any work is done to the roof other than temporary emergency work or work carried out under our supervision, or subject to our prior inspection and prior written approval;
 - d. the product manufacturers' recommendations relating to the use of roof cleaning products are not strictly followed;
 - e. the performance of the roof /tiles/trim has been affected by:
 - i. faulty roofing design or faulty installation such as, but not limited to, incorrect specification of the product, the inappropriate use of dissimilar metals or substitution with materials not supplied by us;
 - ii. faulty design or workmanship in the creation of penetrations in the roof (e.g. aerials, skylights, vents, pipework);
 - iii. damage caused by anyone walking, or other unusual traffic, on the roof;
 - iv. hailstones; moisture retaining substances; droppings from wildlife; pollutants; corrosive agents; fumes; dust; pollen; or organic growth;
 - v. defects in the structure on which the roof has been fitted;
 - vi. any unusual natural phenomena or act of god including, without limitation, earthquakes, fires, floods, lightning, heavy hail, the build up of snow or other natural substances or winds stronger than those which the roof ought reasonably to have been designed and built to withstand, given the building's location, site conditions, design and any other relevant factors.
 - f. the roof/tiles/trims are not installed in accordance with the requirements of the New Zealand Building Code.
4. The warranties do not cover (and we are not liable for):
 - a. installation of the roof (this is the installer's responsibility);
 - b. the performance of Gerard Vision Tiles, skylights or vents;
 - c. rust (red or white) on, or run off from rust on, roof fasteners;
 - d. 'halos' of rust (red or white) on the surface of tile or trims surrounding fasteners;
 - e. normal wear and tear; natural weathering, variable darkening, gradual fading or chalking of tiles or trims;
 - f. variations in the colour or texture of Textured Coated products arising from natural variations or the presence of other minerals in the crushed rock used in the chip with which the tiles are made.
5. To the fullest extent permitted by law, we will not be liable for any consequential, indirect or special damage or loss of any kind whatsoever, including (without limitation) damage to other property or building elements, loss of profits or anticipated savings, or any such losses arising due to any delay by us in complying with our obligations under the warranties.
6. Each of the limitations in paragraphs 3, 4 and 5 (and any part of each of those limitations) is a separate limitation applying even though one or more of the other limitations may be held not to apply in the circumstances.
7. All warranties, liabilities and obligations, other than those specified in this warranty, are excluded to the fullest extent permitted by law.
8. Any replacement or remedial work carried out under a warranty does not extend the term of any warranty.

OTHER THINGS YOU SHOULD KNOW

9. To claim under the warranties and as a condition of our liability under the warranties:
 - a. the Purchaser must deliver written notice of the claim to the email or business address below and complete the warranty claim form which we will provide by return email or post to the address you specify in the notice;
 - b. any claim must be made within 3 months of the date the Purchaser became aware (or ought to have been aware) of the matter giving rise to the claim.
10. Any expense incurred in claiming under the warranties is to be borne solely by the Purchaser.
11. Subject to paragraph 1, this warranty extends to subsequent owners of the property.
12. The benefits given by the warranties are in addition to other rights and remedies available to the Purchaser under any law which relates to the roof/tiles/trims, except to the extent excluded by this warranty.
13. Any failure, delay or indulgence by us will not operate as a waiver. A waiver by us of any condition of these warranties is not a waiver of any other condition. No waiver is effective unless it is in writing.

The warranties are given by RoofTG Pacific Limited trading as Gerard Roofs (referred to here as we or us).

90-104 Felton Matthew Ave, PO Box 18071, Glen Innes, Auckland. Telephone 0800 100 244 E-mail info@gerardroofs.co.nz

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 **GERARD**
Roofing Designed to Endure