

## 5 YEAR RESIDENTIAL ROOFING / CLADDING WARRANTY

Warranty between **PENINSULA ROOFING LIMITED**  
Of **P.O. BOX 231, WHITIANGA, 3542**  
And  
Of:  
Warranty for:

**Peninsula Roofing Limited** will repair or make good any defects in workmanship arising from the installation of \_\_\_\_\_ roofing and cladding within five (5) years following completion of the installation work. This warranty is subject to the following conditions (to the extent permitted by law).

- **Peninsula Roofing Limited** is not liable to carry out any remedial work unless they receive written notice from \_\_\_\_\_ of the claim within seven (7) days after the discovery of the defect.
- **Peninsula Roofing Limited** is not obligated to carry out any work for so long as \_\_\_\_\_ is in default in relation to any payment owing to **Peninsula Roofing Limited**.
- **Peninsula Roofing Limited** will attend to any matter covered by this warranty within fourteen (14) days following receipt of written notice from \_\_\_\_\_ of the claim (weather permitted).
- This warranty is available only in respect of the installation services provided by **Peninsula Roofing Limited** and does not cover:
  - Roofing materials supplied in connection with the installation of your roof;
  - Work carried out by other tradespersons;
  - Any other materials, components or workmanship pertaining to, or attached to or cover your roof;
  - Any defects in the design of your roof; or
  - 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
- **Peninsula Roofing Limited'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. **Peninsula Roofing Limited** is not liable for:
  - Any act, omission or failure to perform any obligation under this agreement which is due to any cause beyond **Peninsula Roofing Limited's** control; or
  - 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 **Peninsula Roofing Limited** in writing; or
  - Any loss of profit or any consequential or indirect loss, damage or injury suffered by \_\_\_\_\_ rising from the supply of installation services to \_\_\_\_\_
- Where the Consumer Guarantees Act 1993 applies, if the installation services are acquired by \_\_\_\_\_ for business purposes \_\_\_\_\_ agrees that the Consumer Act 1993 does not apply.
- Nothing in these terms is intended to have the effect of contracting out the provisions of the Consumer Guarantee Act 1993 except to the extent permitted by the Act, and the terms of this Warranty are to be modified to the extent necessary to give effect to that intention.

DATED: 7<sup>th</sup> August 2008