

# RESIDENTIAL ROOF WARRANTY



Address Warranted	123 Sample Avenue, Sampletown, Samplecity	Warranty Date	12-12-2020
Gerard Certified Roofer	Sample Roofing Ltd	Warranty Number	013789
Name of Purchaser	Mr & Mrs Andrew and Andrea Sample		
Product Description	Stratos, Textured in Charcoal		

## STANDARD RESIDENTIAL ENVIRONMENTS

Low/medium corrosion areas – more than 750m from breaking surf



### WEATHERPROOF

If the roof fitted at the above address has been correctly installed and does not continue to satisfy the external moisture requirements of the New Zealand Building Code (in force at the Date of Warranty) for a period of 50 years from the Date of Warranty, we will at our option, repair or replace the roof or the affected part of it.



### SURFACE COATING

If, as a direct result of a manufacturing defect, the surface coating of any tile or trim comprised in the roof fitted at the above address deteriorates during the period (from the Date of Warranty) of 20 years for Textured Coated products or 15 years for Smooth Finish products, to the extent that, in our reasonable opinion, the appearance of the roof is substantially affected, then we will at our option replace the affected products, apply our surface coating to the affected tile or provide other reasonable compensation to the Purchaser.



During an initial period following the Date of Warranty, we will bear the full cost of fulfilling the warranties (including material and labour costs in removing and replacing or repairing defective tiles or trim and any inspection, freight or waste disposal costs).

During the subsequent period, those costs will be shared between us and the purchaser (or subsequent homeowner) as shown on the right.

	Initial period Full cost of repair or replacement	Subsequent period Pro-rata share
Weatherproof warranty	First 25 years	Years 26 - 50, as per Schedule A
Surface Coating warranty: Textured Coated Tile	First 10 years	Years 11 - 20, as per Schedule B
Surface Coating warranty: Smooth Finish Tile	First 5 years	Years 6 - 15, as per Schedule C

## SEVERELY CORROSIVE ENVIRONMENTS

Exposed marine areas – less than 750m from breaking surf



### WEATHERPROOF

If the roof fitted at the above address has been correctly installed and does not continue to satisfy the external moisture requirements of the New Zealand Building Code (in force at the Date of Warranty) for a period of 25 years for Textured Tiles or 15 years for Smooth Finish Tiles, from the Date of Warranty, we will at our option, repair or replace the roof or the affected part of it.



### SURFACE COATING

If, as a direct result of a manufacturing defect, the surface coating of any tile or trim comprised in the roof fitted at the above address deteriorates during the period (from the Date of Warranty) of 10 years for Textured Coated products or 5 years for Smooth Finish products, to the extent that, in our reasonable opinion, the appearance of the roof is substantially affected, then we will at our option replace the affected products, apply our surface coating to the affected tile or provide other reasonable compensation to the Purchaser.



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

- The warranties apply only if the Purchaser has made full payment for the supply and fitting of the roof.
- 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.
- 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:
  - 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 (5 years in severe marine environments) or if certain signs of deterioration are exhibited);
  - 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;
  - 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;
  - the product manufacturers' recommendations relating to the use of roof cleaning products are not strictly followed;
  - the performance of the roof /tiles/trim has been affected by:
    - 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;
    - faulty design or workmanship in the creation of penetrations in the roof (e.g. aerials, skylights, vents, pipework);
    - damage caused by anyone walking, or other unusual traffic, on the roof;
    - hailstones; moisture retaining substances; droppings from wildlife; pollutants; corrosive agents; fumes; dust; pollen; or organic growth;
    - defects in the structure on which the roof has been fitted;
    - 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.
  - the roof/tiles/trims are not installed in accordance with the requirements of the New Zealand Building Code.
- The warranties do not cover (and we are not liable for):
  - installation of the roof (this is the installer's responsibility);
  - the performance of Gerard Vision Tiles, skylights or vents;
  - rust (red or white) on, or run off from rust on, roof fasteners;
  - 'halos' of rust (red or white) on the surface of tile or trims surrounding fasteners;
  - normal wear and tear; natural weathering, variable darkening, gradual fading or chalking of tiles or trims;
  - 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.
- 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.
- 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.
- All warranties, liabilities and obligations, other than those specified in this warranty, are excluded to the fullest extent permitted by law.
- Any replacement or remedial work carried out under a warranty does not extend the term of any warranty.

## OTHER THINGS YOU SHOULD KNOW

- To claim under the warranties and as a condition of our liability under the warranties:
  - 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;
  - 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.
- Any expense incurred in claiming under the warranties is to be borne solely by the Purchaser.
- Subject to paragraph 1, this warranty extends to subsequent owners of the property.
- 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.
- 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.

### SCHEDULE A: Weatherproof Warranty

Year	Company Contribution %	Purchaser/Owner Contribution %
1-25	100	Nil
26	50	50
27	48	52
28	46	54
29	44	56
30	42	58
31	40	60
32	38	62
33	36	64
34	34	66
35	32	68
36	30	70
37	28	72
38	26	74
39	24	76
40	22	78
41	20	80
42	18	82
43	16	84
44	14	86
45	12	88
46	10	90
47	8	92
48	6	94
49	4	96
50	2	98
51+	Nil	100

### SCHEDULE B: Textured Coating

### SCHEDULE C: Smooth Finish Coating

Year	Company Contribution %	Purchaser/Owner Contribution %	Company Contribution %	Purchaser/Owner Contribution %
1-5	100	Nil	100	Nil
6	100	Nil	67	33
7	100	Nil	60	40
8	100	Nil	54	46
9	100	Nil	47	53
10	100	Nil	40	60
11	50	50	34	66
12	45	55	27	73
13	40	60	20	80
14	35	65	14	86
15	30	70	7	93
16	25	75	Nil	100
17	20	80	Nil	100
18	15	85	Nil	100
19	10	90	Nil	100
20	5	95	Nil	100
21+	Nil	100	Nil	100

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

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.

 **GERARD**  
Roofing Designed to Endure