

10 Year Limited Product Warranty

KIWISEAL (COATING) DEFINITIONS

1 For the purpose of this Warranty, the following terms are defined as below unless the context indicates otherwise:

Applicator: A Contractor who has been trained by LIFE TIME ROOFING to apply LIFE TIME ROOFING products correctly and has received certification from LIFE TIME ROOFING that training and testing has been completed.

Defect/Defective: Where a correctly applied and maintained KIWISEAL delaminates as a result of ordinary weather conditions within ten (10) years of completing the application.

Deterioration: A physical or chemical process whereby the KIWISEAL has lost more than fifty percent (50%) of its original cured elasticity or fifty percent (50%) of its original cured adhesion strength.

Failure: Cracking of the KIWISEAL where cracks extend through the entire thickness of the Membrane, or separation of the Membrane from the substrate over which it was applied.

Ordinary Weather Conditions: Weather which may be seen or expected on a daily basis in New Zealand, such as heavy or prolonged rain, high and low temperatures, snow, or wind conditions; weather conditions which would not draw particular public interest or concern.

Owner: The owner of the surface to which the KIWISEAL coating has been applied.

Re-supply: Where the KIWISEAL coating has been purchased from LIFE TIME ROOFING or a Stockist and on-sold directly to a third party.

Stockist: Licensed suppliers of the KIWISEAL coating, viewable on the LIFE TIME ROOFING website.

Working Day: Any day of the week excluding Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and Hawke's Bay Anniversary Day, and any day in the period beginning December 25th in any week and ending with January 5th the following year.

Consumer Warranty

2 This Limited Warranty is provided by Life Time Roofing Limited ("LIFE TIME ROOFING") and applies to KIWISEAL coating as the applied form of KIWISEAL coating ("the Product"). LIFE TIME ROOFING warrants to Owners that the Product is free from defects. A Product is defective if delaminates as a result of failure or deterioration caused by ordinary weather conditions or manufacturing faults within ten (10) years of completing the application.

3 Faults caused by incorrect application of the Product will not be covered under this Warranty. LIFE TIME ROOFING's Certified Commercial Applicators ("Applicators") will provide a separate Labour Warranty for faulty application which will cover a five (5) year period from the date on which application is completed.



4 LIFE TIME ROOFING provides this Warranty to the Owner where the Owner has purchased the Product directly from LIFE TIME ROOFING or from a Stockist.

4.1 The Warranty is also available to the Owner where an Applicator has correctly applied the product on behalf of an Owner.

4.2 This Warranty is for the benefit of the purchasing Owner. It is not transferable to any persons, firms or corporations, including where the building or project is on sold to a new purchaser, except with express written consent signed prior to transfer by an authorised officer of LIFE TIME ROOFING. LIFE TIME ROOFING will not unduly withhold consent to the transfer of this Warranty but reserves the right to inspect the Product prior to giving such consent.

5 The Warranty does not apply to a purchaser who has acquired the Product from LIFE TIME ROOFING or a Stockist for the purpose of re-supply.

6 Upon purchasing the Product and to ensure a remedy is available under this Warranty, the Owner must keep a record of:

6.1 Date of purchase;

6.2 Proof of purchase;

6.3 Product number or serial number;

6.4 Date of completion of application;

6.5 Regular substrate inspections (twice yearly);

6.6 Maintenance carried out on the substrate or Product.

7 In order for this warranty to be certified, the applicator must fill in the Quality Assurance Checklist that states batch number, date, the size of the job and litres used.

Remedy of Defects

8 The Owner must provide notification of the defect within five (5) working days of the date that the Owner discovers defects.

8.1 Notification may be provided through writing to PO Box 8598, Havelock North 4157. This should include a description of the problem, the product or serial number, date of purchase, and proof of purchase. The Owner may include a photograph of the defect if desired.

8.2 Notification will be considered to have been provided on the date it was posted.

8.3 This Warranty will not apply where the Owner fails to notify LIFE TIME ROOFING of a defect within this time.

9 LIFE TIME ROOFING reserves the right to inspect the defect upon receiving notification of the defect. If the Owner refuses such an inspection, this Warranty does not apply.

10 If the defect is due to ordinary weather conditions but no identifiable manufacturing fault, LIFE TIME ROOFING will at no cost provide sufficient Product to repair the leaks. Where the Product was originally applied by an Applicator, LIFE TIME ROOFING will arrange for an Applicator or if none are available an independent Contractor to conduct the repairs at no additional cost.



11 If the defect is attributable to an identifiable manufacturing fault, LIFE TIME ROOFING will at no cost provide replacement Product at the same quantity as the original purchase. Where the Product was originally applied by an Applicator, LIFE TIME ROOFING will arrange for an Applicator or if none are available an independent Contractor to re-apply the Product at no additional cost.

Warranty Period

12 LIFE TIME ROOFING provides this Limited Warranty for a period of ten (10) years from the date on which application is completed.

13 If under this Warranty repairs are undertaken on a defective Product, the Warranty will continue to apply from the date of the original completed application, notwithstanding that repairs were undertaken at a later date.

14 If under this Warranty the Product was replaced in its entirety due to a manufacturing fault, LIFE TIME ROOFING warrants the replacement product for a further 10 years under the same terms as this Warranty.

Limitations to Warranty

15 The Warranty does not cover failure of the coating due to:

15.1 Damage caused by fire, settlement, faulty construction or design, movement, misuse of structure, or other structural failure;

15.2 Damage from natural causes outside of ordinary weather events, including but not limited to floods, lightning, hail, windstorms, thunderstorms, snowstorms, blizzards, cyclones, hurricanes, tornadoes, earthquakes, extreme highs and lows in temperature, or other extraordinary or unusual events;

15.3 Damage resulting from cracks or openings in the roof substrate;

15.4 Condensation or infiltration of moisture in, through or around walls, copings, rooftops, hardware, equipment, structures, or underlying or surrounding materials for reasons other than a failure of the Product;

15.5 Deficiencies in application, errors in the roofing system, lack of positive drainage or any other latent deficiencies;

15.6 Vandalism, penetration or damage caused by third parties, foreign objects or agents including plant or animal life;

15.7 Damage caused by repairs or alterations to, encroachment upon, or erection of any structure on the roof or any use of the roof other than for its intended purpose at the time the Warranty was issued;

15.8 Damage caused by a faulty substrate including but not limited to improper preparation, bubbling, water vapour defects and delamination;

15.9 Acids, oils, or chemicals beyond the conditions identified in the Chemical Resistance Chart provided by LIFE TIME ROOFING which come into contact with the Product;

15.10 Presence of traffic or storage of materials on the Product or other use of the Product against manufacturer advice;

15.11 Failure by the Owner to inspect the substrate, including caulking, metal details, drains and coatings twice yearly and to use reasonable care in maintaining the same;

15.12 Use of the Product beyond its shelf life of 6 months.

16 LIFE TIME ROOFING will have no obligation under this Warranty unless and until the Owner has paid LIFE TIME ROOFING and any Applicator in full for all materials, services, warranty costs and other costs included in or incidental to the Product and its installation.

17 LIFE TIME ROOFING will not be liable to commercial purchasers for any direct, indirect, consequential, incidental, special or general damages of any kind from whatever cause that may arise as the result of Product defects.

Costs where no liability for Life Time Roofing

18 If LIFE TIME ROOFING investigates a claim and finds it is not liable under this Limited Warranty, the Owner will reimburse LIFE TIME ROOFING for costs related to investigation and any repairs undertaken by LIFE TIME ROOFING.

19 If the Owner subsequently fails to repair the Product or reimburse LIFE TIME ROOFING for the same, this Limited Warranty ceases to apply.

Extent of Warranty

20 This Warranty is in addition to any remedies provided under the Consumer Guarantees Act 1993. LIFE TIME ROOFING does not purport to exclude any statutory remedies available to consumers under statutory law, except that where the Product is purchased by a business or for a commercial purpose LIFE TIME ROOFING will not be liable under this Warranty for any consequential loss or damage.

21 No other warranty made orally or in writing may purport to alter, amend or modify this Limited Warranty in any way, including extending the duration or cover of this Warranty, unless made in writing and signed by a director of LIFE TIME ROOFING. No other person has the right to bind LIFE TIME ROOFING with any representation, warranty, or guarantee. Any oral or implied warranty or guarantee purportedly made to any person by LIFE TIME ROOFING or its agents will be superseded by this Warranty.

22 LIFE TIME ROOFING will not accept claims under any alternative warranty not provided by LIFE TIME ROOFING or Liquid Rubber NZ Limited. Any warranty provided by a Stockist or seller is not a LIFE TIME ROOFING Warranty and is the full and sole responsibility of the provider.

23 LIFE TIME ROOFING does not accept responsibility for the fitness of Product purchased from any source other than LIFE TIME ROOFING or a licensed Stockist.



Checklist for Warranty

| Purchase Date | Address | Serial No # | Kiwiseal | Date of Completion | Has the Q&A been answered |
|---------------|---------|-------------|----------|--------------------|---------------------------|
| | | | | | |
| | | | | | |
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Applicators Name : _____

Applicators Signature : _____

Company : _____

Date : _____