

GUARANTEE

Extended Product - 20 Years

Guarantee Serial No:

Registered Contractor:

Main Contractor:

Customer:

Address of building subject to guarantee:

Roof Area: m²

Specification Ref: ("the Specification")

Suitable for: *Limited foot traffic/Foot traffic/Vehicular traffic/Roof Garden (*Delete as applicable)

Sarnafil products directly supplied and/or invoiced by Sika Limited, set out in the Application for Guarantee and/or the Sarnafil Field Installation Report dated [] and the Sarnafil Branded Products listed here ("the Materials"):

Date of Supply of the Materials:

"We, Sika Limited, guarantee to the Customer that if within 20 years of the Date of Supply of the Materials the Materials, or the Specification thereof, are proved to be defective, we will repair, or at our option, pay the reasonable cost of repair or replacement, subject to the limitations set out below."

This guarantee is subject to the following conditions:

1. Sika Limited's aggregate liability to the Customer under this Guarantee shall not exceed £500,000. Sika Limited accepts liability in respect of damage to the fabric of the roof covered by this Guarantee, however, Sika Limited shall have no liability to the Customer, whether in contract, tort, misrepresentation, under statute or otherwise, for: (a) any physical damage to the building or its contents (other than the fabric of the roof); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss. Sika Limited's liability shall not be excluded or limited for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
2. The invoice(s) in respect of the Materials has/have been paid in full.
3. The Materials have been installed or laid by the Registered Contractor strictly in accordance with the instructions for Sarnafil or those of the other manufacturers of the Materials.
4. The Materials as recorded in the Sarnafil Field Installation Report referred to above, are used for the purpose and in a manner for which they were intended and with reference to the building's Humidity Classification, set out in the Specification.
5. Any defective Materials are reported in writing to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection.
6. The 20 years Guarantee period will only remain valid (irrespective of when any defect occurs) if roof inspections are carried out at intervals of not more than 5 years with the first inspection being before the fifth anniversary of the Date of Supply of the Materials. Failure to comply with this inspection obligation shall cause the period of this Guarantee to reduce to 15 years. Inspections must be carried out by the Sika Roofing Applications Department and any remedial works found necessary would need to be carried out by the Registered Contractor noted above (may be chargeable). Access for inspection is to be provided by the Customer.
7. The Materials have been maintained with reasonable care in accordance with the attached Maintenance Requirements.
8. This Guarantee is for the sole benefit of the Customer. It may be assigned no more than three times. Each assignment shall be effective on the date of written notice being given to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, provided that such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.
9. The parties do not intend that any of the terms of this Guarantee shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
10. This Guarantee shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
11. For ballasted and green roofs the Customer is responsible for all investigative works and related costs for any alleged waterproofing failure until it can be demonstrated that there is a fault with the Materials.
12. The life to first maintenance of Sarnaplast mastic sealant is 10 years. The life to first maintenance of the Sarnafil Liquid Detailing System is 15 years.
13. The installation of a Photovoltaic system onto the Sarnafil membrane may invalidate the guarantee and therefore consultation with Sika Roofing Technical Services is strongly recommended prior to any installation.

Signed
For Sika Limited



Signed
For Registered Contractor

Signed
For Customer

Signed
For Principal Contractor

SIKA LIMITED
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Sarnafil®

