

GUARANTEE

Roofing – 25 Year Performance Plus Guarantee

Guarantee No:	
Sika:	Sika Limited (registered company no. 00226822) and whose registered office address is Watchmead, Welwyn Garden City, Herts, AL7 1BQ
Date of this Performance Plus Guarantee:	
Owner:	
Main Contractor:	
Contractor:	
Building:	
Materials:	Sika's products installed at the Building by the Contractor as selected below: <input type="checkbox"/> Sika Single Ply Membrane <input type="checkbox"/> Sika Liquid Applied Membrane <input type="checkbox"/> Sika Reinforced Bituminous Membrane <input type="checkbox"/> Sika Hot Melt Structural Waterproofing
Product Data Sheets and Sika Technical Guidelines:	The product data sheets and technical guidelines published from time to time by Sika relevant to the Materials
Suitable for:	<input type="checkbox"/> Limited Foot Traffic <input type="checkbox"/> Foot Traffic <input type="checkbox"/> Vehicular Traffic <input type="checkbox"/> Roof Garden
Roof Area (m²):	
Specification:	The specification prepared by Sika for the application of the Materials to the Building with the Specification Ref. set out below
Specification Ref:	
Date of Supply of the Materials:	
Project Specific Exclusions:	
Guarantee Period:	25 years from the Date of Supply of the Materials

A. Materials Declaration

"We, Sika, guarantee to the Owner that if, during the Guarantee Period, the Materials are shown to not be in compliance with their requirements as set out in the relevant Product Data Sheets, we shall subject to the terms and conditions set out below, at our option: (a) repair or replace the non-compliant Materials; or (b) pay the reasonable cost of repair or replacement of the non-compliant Materials, including in either case any damage to the exterior fabric of the roof directly caused by the Materials."

B. Installation Declaration

- (i) "Sika is experienced in and competent to carry out inspections of new and refurbished roof installations. Sika has, using reasonable skill and care, visually inspected the Materials and their completed installation by the Contractor."
- (ii) "Sika confirms that, in the event that a defect emerges during the Guarantee Period as a result of: (a) Sika's failure to exercise reasonable skill and care in its visual inspection of the Materials and their completed installation by the Contractor; or (b) a defect in the installation of the Materials due to any advice or recommendation given by Sika in the Specification, Sika shall, subject to the terms and conditions set out below, at our option: (a) repair or replace the non-compliant Materials; or (b) pay the reasonable cost of repair or replacement of the affected Materials, including in either case any damage to the fabric of the roof directly caused by the defect."
- (iii) "Sika further confirms that, in the event that a defect in the installation of the Materials emerges within the Guarantee Period that is due to a failure by the Contractor to exercise reasonable skill and care, Sika shall, where the Contractor has become "Insolvent" (as defined in Part 2 to the Appendix to this Performance Plus Guarantee) since the installation, subject to the terms and conditions set out below, at our option: (a) repair or replace the affected Materials; or (b) pay the reasonable cost of repair or replacement of the affected Materials, including in either case any damage to the fabric of the roof directly caused by the defect."

Provided that in all cases the scope and extent of the remedial work is determined by Sika acting reasonably and such remedial work (including the supply of replacement products) is the sole remedy of the Owner under this Performance Plus Guarantee.

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Provided further Sika's liability (if any) only relates to: (a) the actual performance of the Materials; and (b) the workmanship of the Contractor which has subsequently become Insolvent following completion of the installation and not to any other liability arising from any acts or omissions of the Contractor or other third parties during the installation process including, without limitation, damage to the Building whether caused by accidental or deliberate damage, flood, storm, fire or otherwise; or to any liability for non-compliance with any laws, regulations and guidance that apply to the carrying out of the installation

- 1) Sika's liability under this Performance Plus Guarantee is conditional upon the following:
 - a. In spite of anything to the contrary in the Specification and/or any sign-off by Sika as part of a visual inspection of the Materials installed by the Contractor at the Building, the items recorded above as "Project Specific Exclusions" are not covered by this Performance Plus Guarantee;
 - b. Sika has received full payment for the Materials and the Contractor has been paid in full for any installation or application thereof;
 - c. (except in relation to paragraph B(iii) above) the Materials have been installed or applied by the Contractor strictly in accordance with the Specification, instructions of Sika or those of the other manufacturers of the Materials, all applicable Product Data Sheets, Sika Technical Guidelines as well as in accordance with appropriate industry standards and codes of practice and design guidance relevant to the Materials. In addition, where liquid applied membranes are utilised, the Contractor has ensured that the application of the Materials achieves the minimum coverage rates specified, consistently over the entire roof area(s). Sika cannot be held responsible for any failure of the Contractor to follow good industry practices;
 - d. (except in relation to paragraph B(iii) above) the Contractor followed and adhered to the Specification and recommended systems of applications and has used suitably trained and experienced labour holding valid Fitter ID cards for the Materials specified in the Specification;
 - e. The Materials as recorded in the Sika Roofing 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;
 - f. For Sika hot melt structural waterproofing installations, the completed waterproofing must be subject to an electronic waterproofing integrity test by an independent RAWTA certified company. This should be arranged by the Contractor to confirm the integrity of the finished waterproofing system, prior to the installation of any subsequent layers and surface finishes. A copy of the certification is to be issued to Sika and another stored in the Building Manual.
 - g. Any defects in the Materials are reported in writing for the attention of Head of Technical to Sika (Head Office), Roofing Business Unit, Watchmead, Welwyn Garden City, Herts, AL7 1BQ: (i) as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection; and (ii) in any event within the Guarantee Period. Failure to report a defect when found may result in this Performance Plus Guarantee being null and void;
 - h. The Guarantee Period will only remain valid (irrespective of when any defect occurs or is discovered) if roof inspections are carried out by Sika 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: (i) contact Sika to arrange the inspection; or (ii) provide Sika with power and safe access to allow Sika to conduct such an inspection, shall cause the Guarantee Period of this Performance Plus Guarantee to reduce to 15 years. Inspections must be carried out by the Sika Technical Site Support team and any remedial works found necessary or desirable by Sika would need to be properly carried out by the Contractor (at the cost of the Owner unless Sika is liable for any defects in accordance with this Performance Plus Guarantee). Sika must approve in writing any proposed repairs prior to commencement;
 - i. The Materials have been properly maintained by the Owner, strictly in accordance with the maintenance requirements of Sika as may be updated from time to time by Sika (the current version of which is set out at Part 1 of the Appendix to this Performance Plus Guarantee) and appropriate industry standards and codes of practice and design guidance relevant to the Materials. The Owner shall retain written records of such maintenance recording as a minimum: the date(s) on which the maintenance was carried out; the party carrying out the maintenance; and a detailed written record of the maintenance carried out;
 - j. All appropriate measures to prevent and/or limit damage to the Building have been taken by the Owner;
 - k. The defects in the Materials and/or loss or damage cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products/objects, structural movement or the existing construction or condition of the Building or any deterioration thereof) or any other matters reasonably outside the control of Sika; and
 - l. The defects in the Materials cannot be attributed to any of the following; wind speeds in excess of the UK Codes of Practice, ageing, any purely aesthetic changes (whether immediately after installation or over time – including discoloration, change of colour, scratches, creases or wrinkles in the waterproofing etc.), cracks or splits due to temperatures outside the BBA certificate, unaccounted expansion joints or use in applications outside of the scope of the Product Data Sheets or Specification.
- 2) Sika's aggregate liability to the Owner and any valid assignees under this Performance Plus Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £500,000. Sika shall have no liability to the Owner and/or any assignees, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the Building or its contents (other than the fabric of the roof to which the Materials were fitted/applied); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of anticipated savings, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss in each case whether or not foreseeable or in the contemplation of the parties. Sika'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.
- 3) This Performance Plus Guarantee shall exclusively apply to the Materials and the Building. This Performance Plus Guarantee contains all the provisions between Sika and the Owner relating to liability for the Materials and any workmanship, installation, advice or recommendations in connection with the Building. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials or the workmanship, installation, design, advice or recommendations, that are binding on the parties except as specifically stated in this Performance Plus Guarantee.
- 4) This Performance Plus Guarantee is for the sole benefit of the Owner. It may be assigned in whole but not in part and no more than three times. Each assignment shall be effective on the date of written notice being given for the attention of Head of Technical to Sika (Head Office), Roofing Business Unit, Watchmead, Welwyn Garden City, Herts, AL7 1BQ, provided that, such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.
- 5) The parties do not intend that any of the terms of this Performance Plus Guarantee shall be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.
- 6) This Performance Plus Guarantee shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or in connection with this Performance Plus Guarantee.

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- 7) Sika's liability to the Owner and/or any assignee for the period from the 20th anniversary of the Date of Supply of the Materials to the end of the Guarantee Period is on a reducing basis, amortised over 30 years e.g. a successful claim in year 21 would be paid by Sika at 10/30th of the claim, year 22 paid at 9/30th etc., subject in any event to the other terms of the Performance Plus Guarantee including without limitation any other limits on liability.
- 8) The Owner is responsible for all investigative works and related costs (including safe access) for any alleged failures or alleged defects in the Materials, until it can be demonstrated that Sika is liable under this Performance Plus Guarantee.
- 9) Any sealant and liquid detailing supplied by Sika as part of the Materials and to be applied to Sika single ply membranes and Sika reinforced bituminous membranes must be maintained by the Owner in accordance with Appendix 1. The Guarantee Period in respect of these Materials and any details relying on them shall be reduced to 10 years from the Date of Supply of the Materials.
- 10) Without limitation, the installation of a Photovoltaic system onto the Materials will invalidate this Performance Plus Guarantee unless Sika has provided its prior written consent to such installation. Any request for such consent should be addressed to Sika.
- 11) For the avoidance of doubt:
 - a. Any reliance and/or enforcement of this Performance Plus Guarantee by the Owner is strictly subject to the terms and conditions set out above and the Owner acknowledges that it is bound by such terms and conditions; and
 - b. Nothing in this Performance Plus Guarantee in anyway reduces or extinguishes any liability of the Contractor to the Owner, Sika or any other person in respect of or in connection with the installation of the Materials.

SPECIMEN

Signed for Sika Limited



Mark Gatrell - Business Unit Manager, Roofing



Alex Coward - Head of Technical, Roofing

SIKA LIMITED

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