GUARANTEE

Roofing – 25 Year Performance 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 Guarantee:	
Owner:	
Main Contractor:	
Contractor:	
Building:	
Materials:	Sika's products installed at the Building by the Contractor as selected below: ☐ Sika Single Ply Membrane ☐ Sika Liquid Applied Membrane ☐ Sika Reinforced Bituminous Membrane ☐ 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:	☐ Limited Foot Traffic ☐ Foot Traffic ☐ Vehicular Traffic ☐ Roof Garden
Roof Area (m^2):	
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

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Performance Guarantee 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."

This Performance Guarantee does not cover any defect in the Contractor's application of the Materials to the Building.

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 Guarantee and provided further that, in the production of the Specification, Sika has not inspected the Building and has therefore either relied on information provided to it and/or made assumptions that the state and condition of the Building is suitable for the Materials specified in the Specification. Sika shall not be liable to the extent such information and/or assumptions are incorrect.

1) Sika's liability under this Performance 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 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. 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;

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d. 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 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 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 in accordance with the recommendations and details provided by Sika, using Sika manufactured materials or approved materials. Any repairs will be at the cost of the Owner unless Sika is liable for any defects in accordance with this Performance 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 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 Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £300,000. 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 Guarantee shall exclusively apply to the Materials and the Building. This Performance Guarantee contains all the provisions between Sika and the Owner relating to liability for the Materials, 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 Guarantee.

4) This Performance 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 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 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 Guarantee.

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 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 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 Guarantee unless Sika has provided its prior written consent to such installation. Any request for such consent should be addressed to Sika.

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11) For the avoidance of doubt:

a. Any reliance and/or enforcement of this Performance 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 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.

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Signed for Sika Limited

Mark Gatrell - Business Unit Manager, Roofing

Alex Coward - Head of Technical, Roofing

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GUARANTEE APPENDIX

1 - General Maintenance Requirements

Industry Codes of Practice
The Customer must maintain the roof in accordance with Sika Limited maintenance requirements (as may be updated from time to time) and appropriate industry standards and codes of practice (e.g. BS 6229, BS 8217) and design guidance relevant to the waterproofing technology (SPRA, LRWA, BFRA, NFRC). The Customer shall retain records (including photographic evidence where safe and possible, both before and after) 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 record of the maintenance carried out.

Maintenance of Sika Roof Waterproofing Membranes
Sika roof waterproofing membranes all require the usual good roof husbandry, cleaning rainwater outlets and regular inspection for evidence of physical damage from outside sources. There should be an annual inspection of the roof in spring to detect any winter related damage and another in late autumn to ensure that the roof is cleared of leaves and other debris. Roofs in close proximity to trees, subject to high dust or other pollutants, or in other high-risk locations should be inspected more frequently. It is a guarantee requirement that the roof is inspected for damage after adverse weather that may reasonably have been suspected to have caused building damage. It is also advisable to inspect after any works are carried out on the roof by other trades.

The following is a list of typical roof details, although each individual roof may have other areas that require specific inspection:

- **General areas** – remove leaves, paper, silt and any other extraneous debris. Cut back overhanging tree limbs;
- **Upstands, flashings, cappings, expansion joint covers and copings** – check exposed membrane for any damage and ensure the components themselves, sealants, and pointing are in good condition and effective;
- **Mastic joints (or similar)** – see specific item below;
- **Edge details, drips and water checks** – check that edge details are properly secured to provide protection against wind uplift;
- **Membrane flashings at walls, kerbs and gutters** – check exposed membrane for any damage and ensure sealants, mastics and pointing are in good condition and effective. Gutters should be cleaned regularly and maintained free flowing; and
- **Penetrations and protrusions e.g. pipes, outlets, rooflights and plinths** – check exposed membrane for any damage and ensure sealants, mastics and clips are in good condition and effective.

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Maintenance of Sika Branded Products
The specific published maintenance requirements of each Sika Branded Product must be followed for continuity of that product's guarantee within the system. The Building Owner must ensure that the Sika Constant Force post fall arrest system (where applicable) is correctly maintained and inspected annually by an independent assessor and must not be used without such annual certification.

Maintenance of Sika Green Roofs
Along with the latest GRO Green Roof Guidance, the published maintenance requirements for Sika Green Roofs must also be followed, to ensure initial establishment and continued health of the living roof components. Failure to properly maintain or adequately irrigate the roof may result in irreversible damage to the living roof system. All maintenance should be carried out by competent personnel, fully in accordance with the appropriate health and safety regulations, specifically but not limited to, safe access.

Product Information
The latest Safety Data Sheets (SDS) in accordance with Regulation EC No 1907/2006 (REACH) for Sika's roofing products can be found online.

Cleaning

- **Sika Single Ply Membranes** - The membrane may be washed using a domestic detergent solution applied with soft brooms and rinsed well using fresh water. No other treatment is necessary. Where a ballasted roof has been installed the ballast may accumulate dirt and algae growth. As commercial cleaners or fungicides may contain chemicals detrimental to Sika Single Ply membrane products, their makeup should be carefully checked before use. If in doubt consult Sika Roofing Technical Services.
- **Sika Liquid Applied Membranes** - The membranes will not ordinarily support organic growths. However, accumulated dirt resting on the surface due to uneven falls etc may provide nutrient. Algae and other such dirt accumulations should be washed with a domestic detergent solution and hosed with clean water. Failure to remove heavy dirt accumulations may result in severe vegetation growth capable of damaging the membrane.
- **Sika Reinforced Bituminous Membranes & Sika Hot Melt Structural Waterproofing** - If required the waterproofing may be washed using fresh water. No other treatment is necessary.

Chemical Spillages
On roofs where plant is installed and maintained, chemical spillage is always a possibility. In the event of such an accident the area should be well washed down thoroughly with a domestic detergent solution and flushed with fresh clean water until all traces of the chemical have been removed from the surface. For bitumen-based products where petrol or diesel is particularly harmful, areas will need to be removed and replaced. Ensure sufficient measures are in place to prevent potentially harmful chemicals from entering the water drainage system. If in doubt about chemical substances contact Sika Roofing Technical Services..

Mastic Joints (or similar)
Where applicable, any sealants (silicone, mastic, PU etc) used to upstands or other details may need replacing as the joints fatigue or weather, typically after 10 years. Such work must be undertaken by one of Sika's trained network of Roofing Contractors (we recommend that the original installing contractor should be used whenever possible to avoid split responsibility for workmanship). Removal of any old sealant and the correct preparation and priming of the surfaces to receive the new sealant is essential.

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GUARANTEE APPENDIX

Liquid Detailing System for Sika Single Ply Membranes & Sika Reinforced Bituminous Membranes
Where applicable, an additional topcoat of the 'Sika Liquid Applied Detailing System' can be installed to prolong its life. Such work must be undertaken by one of Sika's trained network of Roofing Contractors and the correct preparation of the surfaces to receive the coating, is essential. We recommend that the original installing contractor should be used whenever possible to avoid split responsibility for workmanship.

Physical Damage
In common with any other roof finish, Roof waterproofing membranes are all liable to physical damage if abused. However, this damage can usually be easily located and permanently repaired by Sika's trained network of Roofing Contractors. An up-to-date list of such contractors can be obtained from Sika Limited (we recommend that the original installing contractor should be used whenever possible to avoid split responsibility for workmanship).

- **Sika Single Ply Membranes** - Sika Single Ply Membrane damage can be easily located and permanently patch repaired by a Sika trained Contractor. Obviously, it is not always possible to arrange an immediate repair by an outside agency. Under normal conditions, the following first aid action will provide 'temporary' protection until permanent repairs can be actioned.

  1. Clean off the area surrounding the damage and dry well.
  2. Apply self-adhesive tape (e.g. Sika Single Ply Membrane foil tape) over the damaged area.

  The minimum acceptable size of a Sika Single Ply Membrane repair should be 300mm x 300mm membrane with rounded corners. **Under no circumstances should repairs be attempted using any bitumen-based products.**

- **Sika Liquid Applied Membranes** - In the event of localised damage, or to reinstate a completely seamless barrier following structural modifications, repairs can be made quickly and easily. Obviously, it is not always possible to arrange an immediate repair with an outside agency. Temporary repairs using other products may be appropriate for short-term exposure but full re-instatement using the Sika Liquid Applied roofing system must be done at the earliest opportunity.

- **Sika Reinforced Bituminous Membranes** - Sika Reinforced Bitumen Membrane damage can be easily located and permanently repaired by a Sika Reinforced Bituminous Membrane trained Contractor. Sika Reinforced Bituminous Membrane patch repairs should comprise of a layer of both the relevant underlay and cap sheet and be sufficiently sized to ensure that a minimum distance of 150mm beyond the damaged area is covered. Patches should be finished with a consistent bitumen bead around all perimeters.

- **Sika Hot Melt Structural Waterproofing** - Sika Hot Melt Structural Waterproofing can be permanently repaired by a Sika Hot Melt Structural Waterproofing trained Contractor. The size of any patch repair should be a minimum of 500mm x 500mm and sufficiently large to ensure that a minimum over carry of 150mm is achieved. Any area of repair must have the access layer removed to reveal the raw hot melt prior to attempting a repair, in order to provide a sound termination, before replacement access layer is installed.

Refurbishment

Sika Liquid Applied Membranes - Sika Liquid Applied roofing systems will normally last beyond their initial design lives. They may have their durability extended by the application of additional coatings and a suitable specification can be supplied on request. This method of roof refurbishment is significantly more cost effective than conventional alternatives and will enable further long-term cost savings to be made. **If the topcoat was previously applied in a different colour to the underlying coat, this will serve as a guide to the need for re-coating - i.e. the coating underneath will begin to show through when the topcoat wears thin.**

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