

GUARANTEE

Roofing – 10 Year Product 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 Product 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
Roof Area (m²):	
Date of Supply of the Materials:	
Guarantee Period:	10 years from the Date of Supply of the Materials

Product 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."

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

Sika is not responsible for any design of the Building nor the suitability of the use of the Materials in relation to the Building. It is wholly the responsibility of the specifier or designer to ensure that the Building complies with the relevant National Building Regulations.

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 Product Guarantee.

1) Sika's liability under this Product Guarantee is conditional upon the following:

- a. Sika has received full payment for the Materials and the Contractor has been paid in full for any installation or application thereof;
- b. The Materials have been installed or applied by the Contractor strictly in accordance with 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;
- c. The Contractor has used suitably trained and experienced labour holding valid Fitter ID cards for the Materials;
- d. 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 Product Guarantee being null and void;
- e. This Product Guarantee will only remain valid (irrespective of when any defect occurs or is discovered) if roof inspections are carried out by the Owner at regular intervals. Any repairs will be at the cost of the Owner unless Sika is liable for any defects in accordance with this Product Guarantee. Sika must approve in writing any proposed repairs prior to commencement;
- f. 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 Product Guarantee) and appropriate industry standards and codes of practice and design guidance relevant to the application of 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;

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- g. All appropriate measures to prevent and/or limit damage to the Building have been taken by the Owner; and/or
- h. 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/or
- i. 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, creasing or wrinkles in the membrane caused 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.
- 2) Subject to Clause 3 below, Sika's aggregate liability to the Owner under this Product Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed the lower of: (i) £100,000; and an amount equal to two times the amortised value calculated in accordance with Clause 3. Sika shall have no liability to the Owner, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the Building or its contents; (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) The amortised value shall be calculated as follows:
- a. Invoice Value multiplied by the number of unexpired years remaining of the Guarantee Period (rounded up/down to the nearest half year) divided by the original Guarantee Period.
- 4) This Product Guarantee shall exclusively apply to the Materials and Building referenced. This Product Guarantee contains all the provisions between Sika and the Owner relating to liability for the Materials, advice or recommendations in connection with the Building (including in respect of application of the Materials to the Building) and liability for the costs and expenses of repair or replacement of the non-compliant Materials. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials and advice or recommendations, that are binding on the parties except as specifically stated in this Product Guarantee.
- 5) The parties do not intend that any of the terms of this Product 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 Product 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 Product Guarantee.
- 7) 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 Product Guarantee.
- 8) 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.
- 9) Without limitation, the installation of a photovoltaic system onto the Materials will invalidate this Product Guarantee unless Sika has provided its prior written consent to such installation. Any request for such consent should be addressed to Sika.
- 10) For the avoidance of doubt:
- a. Any reliance and/or enforcement of this Product 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 Product 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.

Signed for Sika Limited



Mark Gatrell - Business Unit Manager, Roofing




Alex Coward - Head of Technical, Roofing

SIKA LIMITED

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