

Product Guarantee

Roofing

20 Years

Owner

Guarantee no: G

Project address:

Size of roof area (m²):

Guarantee period: Years from the date of delivery

Licensed contractor:

Owner:

Delivery date:

Delivered membranes: Sika-Trocal Type

Other Sika Products delivered: All Sika-Trocal Roofing Accessories

Sika Limited:



Signature

Date / Place

Licensed Contractor:

Signature

Date / Place

Owner:

Signature

Date / Place

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1. Sika Limited ("Sika") warrants to the Owner that the membranes listed above and supplied by it fulfill their waterproofing function. All other products delivered by Sika are compatible with the membranes and fulfill their respective function within the roof build-up.
2. Should the Owner during the Guarantee Period give written notice of any defect for which Sika is responsible pursuant to clause 1 of this Guarantee, Sika shall rectify such defect at its own expense as well as any property damage resulting from water ingress, to the extent caused by such defect. The scope and extent of the remedial work is in the sole discretion of Sika and such remedial work is the sole remedy of the Owner under this Guarantee.
3. This Guarantee is conditional upon the following:
 - a. The application of the Sika Products supplied by Sika has been in accordance with the current applicable Sika Technical Guidelines and Product Data Sheets as well as in accordance with good practice within the roofing industry.
 - b. Defects cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products).
 - c. Defects are reported immediately in writing on discovery and within the Guarantee Period to Sika.
 - d. The roof has been properly maintained in accordance with Sika's recommendations, in particular with regard to sealing joints and no modifications or repairs have been performed without the written consent of Sika and in all cases will require the services of a Sika trained or authorised applicator.
 - e. All appropriate measures to prevent and/or limit damage have been taken.
 - f. At the latest, after 10 years from the commencement of the Guarantee Period and at the beginning of the 15th and 20th years of the Guarantee Period and at the expense of the Owner, an examination of the roof shall be carried out and the results disclosed to Sika Limited. Recommended measures, in particular with respect to maintenance, shall be carried out properly.
 - g. Sika has received full payment for the Sika Products delivered.
4. This Guarantee shall exclusively apply to the Building with the referenced roof. This Guarantee contains all the provisions between Sika and the Owner relating to liability for the Sika Products in connection with such Building. There are no conditions, warranties, representations or terms, express or implied as to the Sika Products, that are binding on the parties except as specifically stated in this Guarantee.
5. Sika's maximum aggregate liability to the Owner in connection with the Sika Products for the Building, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed twice the nett invoiced amount (excluding VAT) for the Sika Products listed above and delivered for the Building. This limit shall be reduced by 5% of the then current limit each year from the date of delivery of Sika materials.
6. Save as expressly stated herein, Sika shall not be liable to the Owner in connection with the Sika Products for the Building, for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings or indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.
7. Nothing in this Guarantee shall exclude or in any way limit Sika's liability to the Owner for a) fraud, b) death or personal injury caused by its negligence (including negligence as defined in s.1 Unfair Contracts Terms Acts 1977, c) breach of terms regarding title implied by s.12 Sale of goods Act 1979 and/or S.2 Supply of Goods and Services Act 1982, or d) any liability to the extent the same may not be excluded or limited as a matter of law.
8. This Guarantee may be assigned. Each assignment becomes effective on the date of notice being given to Sika, stating name and address of the assignee.
9. This Guarantee is governed by English law and the parties submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or in connection with this Guarantee.
10. The parties to this Guarantee do not intend that any term of this Guarantee may be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Guarantee.