

SIKA DUAL SYSTEM GUARANTEE FOR WATERTIGHT STRUCTURAL CONCRETE AND SIKAPROOF (20 years)

Guarantee No.: GB-2025-06-171 Sika Specification Reference: DT-00005995
Start Date: 27 Jun 2025 Guarantee period: 20 years from the Start date
The Works: SP - DUAL WTC - c/o Eric Wright, Laystall Street, Manchester - Laystall Street M29 7DY Manchester (BS8102:2022 Type A; Type B Grade 3 System) - Basement (OPTION 1)

Installing Contractor: Lainton Services Ltd
Squirrels Lodge
15 St Johns Road
Hazel Grove
SK7 5DP
Stockport
United Kingdom

Sika Products: Sikaplan®-1650 DPM Gas Barrier - 486.0 m²
SikaProof® A-08 - 357.0 m²
SikaProof® P-12 - 150.0 m²
SikaSwell® A - 400.0 m
Sika® Watertight Concrete Powder - 301.5 m³

The Owner: The Owner of the structure of which the Works form part

1. Contractual Background

- Sika Limited, Watchmead, Welwyn Garden City, Herts AL7 1BQ is the manufacturer and supplier of the Dual System for production of watertight structural concrete used in conjunction with a SikaProof fully bonded membrane.
- This Guarantee is granted for the benefit of Owner and may be transferred to subsequent Owners of the structure.
- Sika Watertight Concrete System can comprise of: Sika Watertight Concrete Powder, or WT200P, or Sika-1+ (in conjunction with Sika high range water reducing admixtures). Each of which when used is added to the concrete mix.

2. Design

This guarantee will only apply if:

- the Sika Structural Watertight Concrete element is used in structural concrete for Type B construction as described in BS8102:2022, the structural concrete element is to be designed in accordance with the flexural and thermal crack limitations of 0.3mm as stated in BS EN 1992 Eurocode 2, or the limitations of 0.2 mm as stated in EN 1992, when carried out in accordance with the BBA Certificate (Certificate no 08/4606) and the current technical data sheets; and
- the SikaProof membrane is installed and detailed correctly in accordance with the Standard Details and Application Guide issued by Sika Limited and any specific project advice given by Sika Technical personnel and in accordance with the BBA Certificate (Certificate 13/5075).
- the SikaProof® membrane is installed by a contractor approved by Sika Limited, having received the appropriate training.

3. Sika Limited agree to the remedies herein set out if there is visible water permeation through the Dual System in which the Sika Structural Watertight Concrete is properly compacted during the period of twenty (20) years from the date of effective completion of the Dual System concrete structure, save as expressly excluded and in any event subject strictly to the conditions as laid out herein.

4. Exclusions

This guarantee excludes the penetration of water...

- through cracks caused by design failure or overloading of the structure; or
- through expansion joints; or
- at any point where the designed thickness of the concrete has been reduced; or
- through honeycombing and/or voids made as a result of poor compaction of the Sika Structural Watertight Concrete element in the Dual System concrete or leaking formwork; or
- through concrete that has been disturbed or tampered with; or

- through concrete that does not conform to current British Standards; or
- through cracks in podium or suspended slabs.

This guarantee excludes liability for damage to, or failure of the Sika Structural Watertight Concrete System waterproofing caused by:-

- incorrect application; or
- poor workmanship including but not limited to the failure of the Contractor to ensure that the total cementitious content in the Sika Structural Watertight Concrete System concrete is no less than 350kgs per cubic metre; or
- fire, explosion, vibration, structural movement outside the design requirements of BS EN 1992 Eurocode 2; or
- lightning, thunderbolt, earthquake, riot, civil commotion, strikes or labour disturbances.

This Guarantee excludes any damage arising by reason of the failure of any Contractor engaged with the Works or their suppliers, to comply with the main specifications tendered on, and the detailed specifications, recommended joint and protection details, terms and conditions as set out by Sika Limited for the use of the Sika Structural Watertight Concrete System.

Nothing in this guarantee shall have effect to exclude or limit any liability the exclusion or limitation of which is forbidden by law.

Save as expressly stated herein, Sika shall not be liable 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.

5. Conditions

- Sika Limited shall be notified in writing of any non-performance of the Dual System and the area of non-performance within 14 days after such non-performance shall have come to the knowledge of the Client or his representative having supervision of the Dual System concrete works.

6. Remedies

- Sika Limited's liability for any non-performance of the Dual System under this guarantee shall not in any event exceed the sale value of the Dual System products supplied by Sika Limited, used in constructing the particular structure and paid for by its direct customer, and is strictly limited only to the direct cost of repairs to, or rectification of the Dual System concrete structure through which visible water is permeating.
- Remedial work, if necessary, will be carried out by and at the expense of Sika Limited, in a manner as may be directed by Sika or our nominee as soon as practicable after advice of any non-performance of the Dual System has been received. The performance of such repairs will be considered by Sika to be included under this Guarantee.

7. 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.
8. 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.
9. 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 or expressly stated to enjoy the benefit of it.

Date: Jun 30, 2025

[Redacted Signature]

Chris Mossman-Monk

Senior Product Manager

Date: Jun 30, 2025

[Redacted Signature]

Yassar Altaf

BU Manager C&W, E-Commerce & Marketing