

Ref: 5951/10730/15yrL

15 Year Guarantee

The roof waterproofing materials (the 'Materials') manufactured by IKO PLC, trading as 'Permanite Engineered Roofing Systems', and installed on the roof of the Building by the Registered Contractor ('the Contractor') are guaranteed against defects for a period of 15 years from the date hereof and subject to the terms and conditions set out overleaf.

The roof contract details**Client:** HOLLAND WALK AREA HOUSING OFFICE**Address:** 85-88 Holland Walk, London N19 3XS**Tel. No.****Approved Roofing Contractor:** Southern Counties Flat Roofing Limited

Address: Southend Road
Rettendon Common
Chelmsford
CM3 5EE

Tel. No. 01245 401007**The Building (site):** LEXFIELD HOUSE, HIGHBURY NEW PARK, LONDON N5

Description of Works: Lay Permaphalt 20mm thick in 2 coats on sheathing felt with associated details all as described in our specification letter to Holland Walk Area Housing dated 31 May 2006

Building Use:**Size:** 250m²**Date of Completion of Works:** 1 June 2006

Signed _____
(for and on behalf of the Contractor)

Date 29/1/08

Signed _____
(for and on behalf of IKO plc)

Date 28/1/08

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Terms and conditions

1. The contractor undertakes to the Building Owner that the Materials will not lose their waterproofing properties due to incorrect laying or defective workmanship and that, during the period of this undertaking, the Contractor will remedy any failure of the Materials by repair or replacement in order to restore the waterproofing integrity thereof at his own cost.

2. For the avoidance of doubt the undertaking set out in paragraph 1 above shall not be deemed to include defects in the Materials caused during the course of the manufacture.

3. Permanite Engineered Roofing Systems undertakes to the Building Owner that the Materials will not lose their waterproofing properties due to manufacturing defects in the Materials and that, during the period of this undertaking, Permanite Engineered Roofing Systems will remedy any defects shown to its reasonable satisfaction to have been caused during the manufacture of the Materials by repair or replacement in order to restore the waterproofing integrity thereof at its own cost.

4. The undertaking set out in paragraph 3 above shall not include any defects caused by damage arising after the Materials have left Permanite's factory or by incorrect laying or defective workmanship. The Works must be completed in accordance with the appropriate industry Codes of Practice.

5. The undertakings on the part of the Contractor and Permanite Engineered Roofing Systems contained herein are conditional upon the following:

a) Notification in writing to Permanite Engineered Roofing Systems and the contractor specifying the alleged defect or defects within 7 days of discovering the same.

b) An opportunity being given to the Contractor and Permanite Engineered Roofing Systems to have access to the roof of the Building at all times during the term of this undertaking for the purposes of inspection.

c) Proper maintenance of the roof of the building in accordance with BS 6229: 2003, or any amendment thereto.

d) No alteration or repairs having been made to the waterproofing system except by the direction or with the express consent of the Contractor and Permanite Engineered Roofing Systems provided, however, that emergency repairs may be made to the roof necessary to protect property from damage, the Contractor and Permanite Engineered Roofing Systems not being responsible for any damage resulting from such repairs; and

e) In respect of Permanite Engineered Roofing Systems undertaking, the installation of the Materials in accordance with the specifications of Permanite Engineered Roofing Systems.

6. This undertaking replaces (so far as permitted by law) all other representations, warranties or conditions, express or implied, statutory or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

7. Without prejudice to the generality of the foregoing, the following are hereby specifically excluded from this undertaking:-

a) Liability from any damage resulting from defects in or damage from any cause to the roof substrate and/or building structure or defects in the flashing surrounding the surface covered by the Materials.

b) Liability in respect of damage caused by lightning, fires, storms and other abnormal weather conditions, acts of God, or deterioration or damage attributable to any cause other than abnormal weather conditions.

c) Liability for any damage caused by traffic of any nature on the roof or use of the roof as storage area.

d) Liability for any other damage howsoever caused (save as expressly set out herein).

e) Liability for indirect, consequential or incidental damage.

8. Payment for the materials and contract/sub contract works of which the works form part must have been made in accordance with the terms of the contract/cub contract.

9. The liability under this Guarantee shall not exceed the contract price.

10. The undertakings given herein are limited in the case of the Contractor to that set out in paragraph 1 and in the case of Permanite Engineered Roofing Systems to the undertakings given in paragraph 3 above.

11. The Contractor and Permanite Engineered Roofing Systems each undertake to the other to fulfil the undertakings respectively given in paragraph 1 and 3 above.

12. Insurance: This Guarantee of IKO PLC has the support of products liability to cover for a sum in excess of £5,000,000.