

## Guarantee Conditions for Structural Waterproofing

Catrake Ltd. (herein after called The Company) warrants that if within the guarantee period, the waterproofing referred to in the report, quotation, any variation order, and invoice proves defective, and provided that the provisions of paragraph 4 below have been complied with, The Company will, on production of this guarantee, the report, any variation order and invoice, determine the extent of the defect and carry out correction of it in the affected areas, free of charge, subject to the following terms and conditions:-

1. This guarantee is transferable to subsequent owners of the property after payment of the appropriate transfer fee and after submitting all documents for validation.
2. This guarantee is subject to the Conditions of Contract, and the waterproofing system performance limitations stated in the report and quotation / estimate, which are incorporated here.
3. This guarantee is valid for the period stated overleaf from the commencement date shown. Any guarantee claim which is not reported to The Company during this period is outside the scope of the guarantee.
4. Where the client or subsequent owner of the property makes a claim under this guarantee the following procedure shall be adopted:-
  - A. The Company's standard variable reinspection fee will be paid. In the event of it being found that there is a claim under the guarantee, this fee shall be refunded in full. Where there is no valid claim the fee will be retained by The Company.
  - B. The client shall produce this guarantee together with the report, quotation, any variation order and invoice.
  - C. The Company will, as soon as practical, and at a mutually convenient time for both parties, inspect the property to ascertain whether the claim is valid.
  - D. In the event of a dispute and / or default on the contract or guarantee, both parties shall have the option of arbitration.
5. Waterproof system defect corrections will not be carried out under guarantee where :-
  - A. associated building works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the client's contractor, within 1 month of the said advice or recommendation, proof of which shall be by the dated specification and receipted invoices of the client's contractor.
  - B. such waterproofing works have not been carried out by The Company.
  - C. defects have been caused by, but not by way of limitation, subsequent alterations, disturbance, mechanical damage, fixings, structural movement, frost, heave, or failure within the substrate to which the system is applied.
  - D. alterations to the system have been carried out without notifying The Company in writing.
  - E. there is dampness on the surface caused by condensation.
  - F. there are defects arising from chemical attack, whether from spillage or contained within ground water.
  - G. the person entitled to the benefit of this guarantee does not give written notice of the claim under the guarantee to be received by the Company within 3 months from the date upon which the existence of such a claim could, with exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered.
  - H. damage was exacerbated by long term leaks, which were not reported to The Company as soon as they became apparent.
  - I. failure is a result of mechanical devices (i.e. pumps, alarms, drainage channels and etc.) or lack of property maintenance that are the client's / owner's responsibility and not maintained by The Company, under separate contract.
  - J. there is flooding from defective or blocked drainage systems and any waterproofed or unwaterproofed areas adjoining the system installed by The Company, whether owned and / or maintained by the owner / occupier or other parties.
  - K. full payment of all or any part of this contract or other contracts, and any fees for advice, inspection etc. have not been received by The Company under the terms and conditions of those contracts.
6. Redecoration, repainting, or tiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages) even if the Company is advised in advance of the possibility of any such losses and/or damages, and any other consequential loss, are excluded from this guarantee.
7. No loss is covered which is covered by any other insurance.
8. This guarantee does not cover any loss (including consequential loss) or damage sustained by the person entitled to the benefit of this guarantee, save as set out above.
9. The Company shall be entitled in any action or proceedings by any relevant third party to rely on any term in the guarantee and to raise any equivalent rights in defence of liability as it would have against the client or any previous relevant third party. Furthermore the relevant third party agrees that it will be bound by any previous acts, omissions or default of the client or any previous relevant third party.