

PERFORMANCE GUARANTEE

CEMENTAID EVERDURE CALTITE SYSTEM

1. Cementaid (UK) Ltd, 2 Rutherford Way Industrial Estate, Crawley, West Sussex, RH10 9LN, is the manufacturer and supplier of the Everdure Caltite System for production of impermeable structural concrete used in the *lower basement slab, two levels of retaining walls, ring beam, one metre perimeter edge of ground floor slab and lift pits at 30 Gresham Street, London EC2A* and this Everdure Caltite System work was completed on 15th December 2003.
2. Cementaid (UK) Ltd assumes responsibility for the prevention of visible water migration through properly compacted Everdure Caltite System concrete, and the construction joints and penetrations pertaining to and contained within the Everdure Caltite System concrete described above, for the period of twelve (12) years from the date of effective completion of the Everdure Caltite System concrete structure, subject strictly to the conditions as laid out herein;

Terms and Conditions:

- 2.1 The Guarantee is strictly conditional upon the full compliance by the Main Contractor, his nominee, other trades and suppliers with the main specifications tendered on, together with the detailed specifications, recommended joint and penetration details and terms and conditions as set out by Cementaid (UK) Ltd for the use of the Everdure Caltite System.

Further, any refusals to comply with reasonable requests made by Cementaid (UK) Ltd's representative on matters concerning the execution of the Everdure Caltite System concrete works will render this guarantee null and void. The attendance of Cementaid (UK) Ltd's personnel on site is for monitoring purposes only and does not constitute supervision of the works.
- 2.2 This responsibility does not include the penetration of water through cracks caused by design failure or overloading of the structure, nor through expansion joints unless such joints have been specifically authorised by Cementaid (UK) Ltd in writing, nor at any point where the designed thickness of the concrete has been reduced. Nor shall this responsibility include water entry through honeycombing and/or voids made as a result of poor compaction of the Everdure Caltite System concrete or leaking formwork, nor for concrete that has been disturbed or tampered with, nor for concrete that does not conform to current British Standards.
- 2.3 The Warranty does not include or cover liability for damage to, or failure of the Everdure Caltite System waterproofing caused by fire, explosion, vibration, structural movement outside the design requirements of BS 8110, BS 8007 or BS 8102 as appropriate, lightning, thunderbolt, earthquake, riot, civil commotion, strikes or labour disturbances.
- 2.4 Cementaid (UK) Ltd's liability for any non-performance of the Everdure Caltite System when the Everdure Caltite System works conform to paragraph 2.1, shall not in any event exceed the value of the Everdure Caltite System ingredients supplied and paid for, and is strictly limited only to the direct cost of repairs to or rectification of the Everdure Caltite concrete structure through which visible water is migrating. This guarantee is not effective until Cementaid has been paid in full for goods and services supplied for this project.
- 2.5 Cementaid (UK) Ltd shall be notified in writing of any non-performance of the Everdure Caltite 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 Everdure Caltite System concrete works.
- 2.6 Remedial work, if necessary, will be carried out by and at the expense of Cementaid (UK) Ltd, in a manner as may be directed by this Company or our nominee as soon as practicable after advice of any non-performance of the Everdure Caltite System has been received. The performance of such repairs will be considered by this Company to be included under this Warranty.