

SIKA FIVE YEAR QUALITY WARRANTY

Sika South Africa (Pty) Ltd. (Registration Number: 1988/00436/07) ("Sika") warrants to the consumer, subject to these terms and conditions, that:-

1 EXTENT OF WARRANTY

1.1 This warranty is limited to cover the following Tite products which are manufactured by Sika ("the Products"):

- **FibreTite**- a flexible, fibre reinforced waterproofer;
- **DampTite**- a saltpetre and humidity treatment- surface hardening impregnation;
- **BitumenTite**- a rubberised bituminous waterproofing coating; and
- **H₂OTite**- an acrylic waterproofing system.
- **CemTite**- Submersible waterproofer and bonding agent

1.2 Sika warrants to the consumer that the Products meet:-

- a) the technical properties according to the relevant product data sheets as at the date of purchase;
- b) are reasonably suitable for the purposes for which they are intended; and
- c) are free of defects.

1.3 Sika will provide replacement product for the reapplication of the product, as may be necessary to repair any product failure, in accordance with clause 7 hereof.

1.4 The Sika Five Year Quality Warranty only applies in the event of a proven, inherent defect in the Product. Throughout this warranty the word "defect" shall mean any of the following occurring:

- 1.4.1 material imperfection in the Products;
- 1.4.2 break down of the applied waterproofing system;
- 1.4.3 defects such as chalking, cracking or disintegration of the waterproofing system.

2. INFORMATION

2.1 Warranty Registration Forms, Product Instructions, Technical Data Sheets, Safety Data Sheets and Warning Information is available at www.sika.co.za and will be

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PAGES 2/6
DATE August 25, 2014

provided to the consumer in print, on request by phoning Sika Customer Services on 031 – 792 6500.

2.2 Sika reserves the right to alter the product specifications and guidelines without prior notice.

3 COMMENCEMENT AND DURATION

3.1 This warranty shall commence on the date which the consumer purchases the product and shall subsist for a period of five years calculated from that date, provided that :-

3.1.1 the consumer has retained proof of purchase of the product and submits the original thereof to Sika on request; and

3.1.2 the consumer has registered his or her warranty by completing the Warranty Registration Form and submitting it to Sika within 30 days of the date of purchase of the product.

3.2 Where any claim arises during this warranty period, the period will not start afresh after settlement of any claim.

4 CONSUMER'S OBLIGATIONS

4.1 This warranty is conditional upon:-

4.1.1 the application and preparation of the product being in accordance with the instructions provided by Sika for the product concerned;

4.1.2 the quality of the substrate to which the product is applied meeting Sika's minimum requirements as contained in the relevant products data sheet;

PAGES 3/6
DATE August 25, 2014

- 4.1.3 the substrate being prepared/primed in accordance with Sika's guidelines in terms of the relevant product data sheet;
- 4.1.4 the product being applied within the recommended conditions in terms of the relevant product data sheet;
- 4.1.5 an annual rejuvenation coat having been applied (not applicable to the DampTite Product);
- 4.1.6 the product being used strictly and only for the following applications:-
 - 4.1.6.1 **FibreTite**- Flat roofs, tiled roofs, parapet walls, flashing (with G1 membrane reinforcement) and overcoating of existing roof waterproofing system;
 - 4.1.6.2 **DampTite**- to prevent damp in plastered or rendered surfaces (brick or stone), for saltpetre treatment, prevention of mould growth and damp-proofing and surface hardening;
 - 4.1.6.3 **BitumenTite**- Waterproofing for applications such as flat roof waterproofing, waterproofing of water retaining structures, flashing of roofs, gutters, parapet walls, sealing of fixings, lap joints and roof screws;
 - 4.1.6.4 **H2OTite**- Flashings, sealing joints, laps and roofing screws on corrugated roofs and parapet walls.
 - 4.1.6.4 **CemTite** – acrylic based emulsion which improves the water resistance and adhesion of Portland cement based composites such as ponds, balcony and veranda floors, retaining walls etc.
- 4.1.7 The product being applied within 12 months of the date of purchase.
- 4.2 If the quantity of the product purchased within 2 months or used on one site by the consumer exceeds 50 litres, then the consumer is obliged to seek the advice and guidance of Sika's technical team (contactable on 031 – 792 6500), before using any product.
- 4.3 The consumer may not affect any repair measures without Sika's prior approval;

PAGES 4/6
DATE August 25, 2014

4.4 The consumer must take all reasonable measures to limit existing damage and to prevent imminent damage;

5 LIMITED LIABILITY

5.1 Sika shall not be liable for any indirect or consequential damages, losses, expenses or claims by third parties against the consumer.

5.2 Sika's liability under this warranty shall reduce over the warranty period according to the following scale:-

5.2.1 For the first two years after the commencement date: full product replacement only;

5.2.2 From the beginning of the third year to the end of the fourth year: 50% product replacement only;

5.2.3 For the fifth year: 25% product replacement only.

5.3 The consumer shall be liable for the balance of the replacement costs, which are not covered by Sika in terms of paragraph 5.2 hereof.

6 EXCLUSIONS

6.1 Sika shall not be liable if the defect or resulting damage is as a result of the any of the following:-

6.1.2 poor or negligent housekeeping and maintenance; or

6.1.3 non-compliance with written instructions provided by Sika regarding storage and application of the products, including but not limited to the usage within the shelf life; or

6.1.4 the quality of the substrate to which the products were applied not meeting the requirements as set forth by Sika; or

6.1.5 faulty design or construction in which the products were used; or

6.1.6 external effects such as acts by third parties or acts of nature, such as earthquakes, lightning, hurricanes, floods, fires, etc.

PAGES 5/6
DATE August 25, 2014

- 6.1.7 or uncontrollable and/or unforeseen settlement or movement of material or contact of the products with incompatible substances; or
- 6.1.8 wear and tear, including any purely aesthetical changes in the products.
- 6.1.9 damage to the product arising from external causes outside Sika's control such as but not limited to, excessive heat, pollution, mechanical damage, hydrostatic pressure, electrical electrolyte damage, incorrectly cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accidents, vandalism or other malicious damage and the like;

7 CLAIMS AND REPAIRS

- 7.1 Any claim made in terms of this warranty must be made within 30 days of the consumer discovering the defect, damage or failure of the product which may give rise to a claim.
- 7.2 The consumer shall forthwith notify Sika of the claim and provide full details thereof including *inter alia*:
 - 7.2.1 proof of purchase of the product;
 - 7.2.2 the basis on which the consumer believes that Sika is liable in terms of this warranty;
 - 7.2.3 confirmation as to how the product was applied and whether the product was applied in accordance with Sika's guidelines;
 - 7.2.4 contact details for the consumer;
 - 7.2.5 confirmation that no repair measures have been undertaken without Sika's prior approval.
 - 7.2.6 confirmation that the consumer has complied with the provisions of paragraph 3 hereof.
- 7.3 Sika shall be entitled to inspect the alleged defects and to perform any tests in respect thereof and may do so either itself or through any person nominated by it.
- 7.4 The consumer shall provide such further information as Sika may require, including details of environmental factors and inspection and repair records.
- 7.5 Provided that Sika approves of a claim in terms of this warranty, it shall make any replacement product available to the consumer as soon as practically possible subject to:-
 - 7.5.1 Sika not assuming any liability for any delay in this regard;

PAGES 6/6
DATE August 25, 2014

- 7.5.2 the replacement product being rounded off to the nearest container size available; and
- 7.5.3 the consumer making arrangements at his/her/ own cost for the collection of the replacement product from the nearest stockist.