

## Supply Agreement Trading Products

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by and between

**Fixfast Limited** registered in England and Wales with company number 09481218 of Merlin House, Seven Mile Lane, Borough Green, Sevenoaks, Kent, United Kingdom, TN15 8QY  
**"Supplier"**

and

**Sika Limited** registered in England and Wales with company number 00226822 of Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ **"Sika"**,

Supplier and Sika are hereinafter each referred to as a **"Party"** and jointly **"Parties"**.

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## 1. Preamble

- 1.1. Supplier is a producer of Mechanical Fixings and associated accessories and is willing to sell to Sika such products for distribution under trademarks owned by Sika AG, Zugerstrasse 50, CH-6340 Baar, Switzerland, as well as under its own trademarks. Sika is interested in purchasing such products from Supplier as an addition to its own product range. Further, Supplier will provide to Sika services related to the supply of Products upon request.
- 1.2. The purpose of this Agreement is to define the framework for the individual purchases of the contractual products by Sika from Supplier.

## 2. Definitions

- 2.1. "**Agreement**" shall mean this agreement, including the Clauses and the Annexes attaching thereto and any documents which are incorporated by reference.
- 2.2. "**Effective Date**" shall mean XX 2019.
- 2.3. "**Guarantee Period**" shall mean the guarantee period defined per Product pursuant to **Annex 4**.
- 2.4. "**Guarantee Requirements**" shall mean the guarantee requirements defined per Product in **Annex 4**.
- 2.5. "**Non-conforming Products**" are defined in Clause 12.1.
- 2.6. "**Non-standard Products**" shall mean those Products specifically marked as such in **Annex 2**.
- 2.7. "**Products**" shall mean the products as listed in **Annex 2** and all other products which may be sold by Supplier to Sika.
- 2.8. "**Proprietary Information**" has the meaning as given thereto in clause 17.
- 2.9. "**Released Production Site**" shall mean the Supplier's production site(s) as listed in **Annex 6**.
- 2.10. "**Services**" shall mean the services related to the supply of the Products and listed in Clause 10 and applicable Annexes referred to in the said Clause 10.
- 2.11. "**Sika End Product**" shall mean the end product supplied by Sika to a customer, which incorporates the Product(s).
- 2.12. "**Sika Product Guarantee**" shall mean the guarantee(s) offered by Sika to its customers, relating to the Sika End Product(s), examples of which are set out at Annex 4.
- 2.13. "**Specifications**" shall mean the specifications for the Products as listed in **Annex 6**, including any trading product specifications.

- 2.14. **“Steering Committee”** has the meaning as given thereto in clause 4.
- 2.15. **“Territory”** shall mean the countries referred to in **Annex 1**.
- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - (b) The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
  - (c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  - (d) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - (e) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - (f) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  - (g) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
  - (h) References to clauses and annexes are to the clauses and annexes of this Agreement and references to paragraphs are to paragraphs of the relevant annex.
  - (i) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### **3. Subject of the Agreement**

- 3.1. Within the Territory, Supplier agrees to sell to Sika and Sika agrees to purchase from Supplier, Products, subject to the terms and conditions of this Agreement. Further, Supplier agrees to render to Sika some Services related to the sale of Products, subject to the terms and conditions of this Agreement.
- 3.2. This Agreement shall govern all purchases of Products by Sika from Supplier and all previous agreements between the Parties, including the Original Agreement, are terminated with effect from the Effective Date, save that the Parties' accrued rights and remedies under the Original Agreement are preserved.

### **4. Steering Committee**

- 4.1. The Steering Committee shall monitor and co-ordinate the performance of the Agreement, consider any matter which the Parties consider relevant, secure the continuous flow of information, investigate whether there is room for improvement and verify whether the Parties are operating within the spirit of the terms of this Agreement. The Steering Committee shall meet at least annually.
- 4.2. Initially the Steering Committee consists of the following members:
- Sika:
- Phil Heyes Head of Purchasing Sika UK
  - Dean Grady Product Engineer - Roofing
  - Gavin White Head of Product Management & Marketing- Roofing
- Supplier:
- Steve Coppins Customer Services Manager
  - Jon Carron Head of Commercial
  - Warwick Badams Commercial Development Executive
- 4.3. Any change in the representation of the Steering Committee by one Party shall be notified to the other Party prior in writing. The Parties strive for providing a continuous representation within the Steering Committee.

## **5. Price**

- 5.1. EXW prices (INCOTERMS® 2010) for the Products shall be as listed in **Annex 2** and shall apply to all purchases of Products by Sika. Prices quoted are excluding Value Added Tax, goods and services tax or similar tax ("VAT"), but including packaging and marking.
- 5.2. Validity of the Products' prices and process to negotiate any price adaptations are described in **Annex 2**.
- 5.3. Payment terms are as stated at **Annex 2**.
- 5.4. If a due date for payment is exceeded, Sika will be in default and, without any reminder or notice of default being required, Sika will be charged a daily interest of 1.5% plus collection costs being set for this purpose at no less than 10% of the sum due, with a minimum of £150.00 (one hundred and fifty pounds).

## **6. Ordering and Delivery Terms**

- 6.1. For orders of Products (other than Non-standard Products) within the forecast the order lead time shall be as stated in **Annex 2**.
- 6.2. For any orders not reflected in the forecast and for orders of Non-standard Products, the Parties shall mutually agree on the according lead time and Supplier shall endeavour to comply with any reasonable requests by Sika in this respect.
- 6.3. Orders shall be effected individually by Sika to Supplier and according to the template purchase order pursuant to **Annex 3**.

- 6.4. Supplier shall immediately inform Sika of any circumstances which may lead to not meeting agreed lead times.
- 6.5. The Parties shall for each calendar year not later than October 30 of the preceding year determine the required production capacity (including seasonal peaks) required by Sika to cover its demand for products in that year ("**Required Production Capacity**") and whether Supplier can meet the Required Production Capacity. Supplier shall commit to meeting the Required Production Capacity to Sika.
- 6.6. Delivery terms are as stated in **Annex 2** (INCOTERMS 2010®) and further additional notes in Annex 11.
- 6.7. Title to the Products shall pass from the Supplier to Sika at the time of delivery pursuant to delivery terms indicated in **Annex 2** when the full payment has been made by the Sika to Supplier, provided, however, if the payment for the Products is made prior to delivery, then the title shall pass to Sika when the full payment has been made.
- 6.8. Risk to the Products shall pass from Supplier to Sika at the time of delivery pursuant to delivery terms indicated in **Annex 2**.

## **7. Packing and Marking, Product documentation**

- 7.1. Any artwork provided by Sika remains the sole property of Sika or of any other company in Sika's group. Packaging and marking of Products listed in **Annex 2** are defined in **Annex 5**.
- 7.2. Material safety data sheets shall be provided and updated by Supplier.

## **8. Specifications and Quality Assurance**

- 8.1. The Products shall fulfil the Specifications as published in Supplier product literature and pursuant to **Annex 6**. Sika shall inform Supplier of any requested changes in the Specifications at least 6 months prior to the intended change.
- 8.2. Supplier will inform Sika in writing of any of the following:
  - 8.2.1 any changes to the relevant technical literature and safety data sheets, at least 3 months prior to the intended change;
  - 8.2.2 amendments to the applicable Trading Product Specifications pursuant to Annex 6, at least 6 months prior to the intended change, and any other change in the production process, at least 3 months prior to the intended change;
  - 8.2.3 intended production of the Products in a site other than a Released Production Site, at least 6 months prior to the intended start of production.

If the above deadlines cannot be met and any of the above mentioned changes must be implemented within a shorter delay, Sika shall, for the minimum period(s) as referred to above, have the right to be supplied with sufficient quantities of Products in accordance

with the forecast that have been produced prior to implementation of the according changes.

- 8.3. If changes in the production process or a change in a Released Production Site leave the Specifications unaffected but may negatively affect the properties of Sika's finished products produced with the Products the Parties shall in good faith negotiate and implement an according amendment of the Specifications.
- 8.4. Supplier shall maintain a Quality Assurance System (ISO9001ff. or similar) to ensure constant quality of the Products in accordance with the Specifications. Further, Supplier shall provide a certificate of analysis upon specific request of Sika.
- 8.5. Supplier shall keep appropriate documentation and evidence of testing procedure of each production batch for a period of at least 10 years or for 6 months after the expiry of the respective Guarantee Period, whichever occurs later.
- 8.6. Sika shall be entitled, upon prior written notice, to inspect the Released Production Sites and to check production report for the Products or test reports respectively, as well as request samples of the Products.
- 8.7. Sika or its representatives respectively shall be entitled upon prior written notice to inspect the relevant manufacturing sites of Supplier and check production reports for the Products as well as request samples of Products.
- 8.8. Sika's obligation to inspect the Products upon receipt shall be limited to their quantity and visible packaging damage to the Products.
- 8.9. Sika's right to claim any liability in connection to the Products that could have been determined by the inspection of the quantity and the visible packaging damage to the Products will lapse within 3 working days after delivery of the Products.

## **9. Sale of the Products to third Parties / Trademarks and Know-how**

- 9.1. Distribution of the Products to third parties is effected under trademarks owned by Sika AG, Zugerstrasse 50, CH-6340 Baar, Switzerland ("**Trademarks**"). Supplier agrees that the Trademarks are placed on the Products and that Supplier's trademarks, if any, shall be removed.
- 9.2. Sika AG, shall remain the sole owner of the Trademarks. Further, any printed matters produced by or on behalf of Sika for the distribution of the Products ("**Printed Matters**") are solely owned by Sika or by Sika AG as well as any know-how and/or inventions owned or created by Sika relating to the Products ("**Know-how**"). Nothing herein may be construed as granting Supplier any right and/or interest in the Trademarks, Printed Matters and/or Know-how except as provided expressly in this Agreement.
- 9.3. Supplier shall not use Trademarks or any other trademark, trade name, etc. which is deceptively or similar to the Trademarks other than within the scope of this Agreement.

## **10. Services**

- 10.1. Supplier shall provide to Sika upon specific request thermal resistance and performance calculations with respect to the Product as further defined in detail in **Annex 7**.
- 10.2. Supplier shall provide Sika upon specific request with tapered insulation quotations and tapered drawings and schemes as further defined in detail in **Annex 7**.
- 10.3. Supplier shall have in place a documented complaint handling procedure as further outlined in **Annex 8** which shall be made available to Sika; in this respect, Supplier shall maintain a dedicated complaint e-mail address for Sika and shall either acknowledge or refuse complaints by Sika within 3 working days.
- 10.4. Supplier shall respond to all enquiries, in particular claims from Sika within any agreed timescale and as further outlined in **Annex 8**.
- 10.5. Upon specific request by Sika, Supplier shall visit construction sites as maybe required during any phase of the construction or as part of the tendering or sales process. The Parties shall agree on the related costs on a case-by-case basis. Further, Supplier shall perform site surveys upon specific request by Sika in accordance with the rules pursuant to **Annex 9**.
- 10.6. Supplier shall provide Sika with all useful information or technical data, site measurement, product specification and/or information guidance in relation to design and construction feasibility and/or implications and with any other reasonable support as may be required by Sika from time to time.
- 10.7. Supplier shall notify Sika about any known problem or defect with the Product in due course.

## **11. Warranty**

- 11.1. Supplier will give the warranties set out in Annex 4 in relation to each supply under this Agreement and further warrants generally that:
  - 11.1.1 the Products comply with all mandatory laws and regulations applicable to the Released Production Sites;
  - 11.1.2 the Products, the sale of the Products to Sika and the process by which the Products are made, do not infringe or misappropriate any patent, copyright, trademark, trade secret or other third party proprietary or intellectual property right; and
  - 11.1.3 it is transferring good title to all Products, free and clear of any claims, liens or other encumbrances.

## **12. Liability and Guarantee Requirements**



- 12.1. Subject to Clause 14, Supplier's liability and the remedies of Sika for Products not conforming to the warranties set forth in this Agreement ("**Non-conforming Products**") shall be as follows:
  - 12.1.1 free-of-charge replacement of Non-conforming Products with conforming Products; and
  - 12.1.2 reimbursement of all costs, expenses and losses reasonably incurred by Sika; and
  - 12.1.3 indemnification and hold harmless pursuant to Clause 13.1 and assistance in defending claims pursuant to Clause 13.2.
- 12.2. Supplier's liability pursuant to Clause 12.1 shall be excluded if the defects or damages are the result of non-compliance by Sika or its customer with Supplier's written guidelines regarding storage and application of the Products, including but not limited to usage after expiry of the shelf life. This also applies if products upon delivery / arrival have defects or damages which should be discarded and replaced by Supplier but will still be installed by Sika.
- 12.3. Supplier shall be informed by Sika in due course about damages or defects which may have been caused by a Non-conforming Product, but no later than 10 years and 6 months after its delivery to Sika / a customer, 6 months after the expiry of the respective Guarantee Period of such Non-conforming Product, or 6 months after the expiry of the respective guarantee issued in writing by Sika, whichever occurs later.
- 12.4. Sika shall, in respect of any Sika End Products supplied which incorporate the Products, provide the Sika Product Guarantees (in a form to be prepared by Sika) for the duration of up to 25 years, limited to £500,000 per guarantee, in respect of the Sika End Products. Examples of such Sika Product Guarantees are attached at Annex 4 for illustration purposes only. If the Sika Product Guarantee contained in Annex 4 is not sufficient in a particular situation, e.g. the £500,000 limit is deemed too low, Sika shall notify the Supplier in due time and in writing.
- 12.5. Sika shall notify the Supplier whenever a Sika Product Guarantee of longer than 15 years is issued to a customer.
- 12.6. Without prejudice to clauses 12.1 – 12.3 and Annex 6, the Supplier shall indemnify Sika for any proper and established claims under the Sika Product Guarantee relating to the Products and shall immediately attend site to inspect the Products and provide all reasonable assistance to Sika in the resolution of any claims made or notified under the Sika Product Guarantee with the aim where possible to conclude such claims within 4 weeks.

### **13. Indemnification and defence of claims**

- 13.1. Subject to Clause 14, each Party (each, an "**Indemnifying Party**") shall indemnify and hold harmless the other Party and its subsidiaries and affiliates against any and all third party claims and any and all penalties, losses, liabilities, judgments, settlements, awards and costs (including but not limited to reasonable legal fees and expenses) resulting

from third party claims arising out of or related to: (i) any breach or alleged breach of any representation, warranty or agreement made by the Indemnifying Party to the other Party in this Agreement; and (ii) any other claim arising out of the negligence or wrongful act or omission of the Indemnifying Party ("**Claims**").

- 13.2. Any defence of Claims related to the Products shall be organised and led by Sika, in close consultation with the Supplier. Supplier shall provide all reasonable support in investigating and defending such Claims, including but not limited to attending meetings with claimants, conducting on-site and laboratory investigations.

#### **14. Limitation of liability**

- 14.1. Subject to Clause 14.2 any liability of either Party whether arising from breach of this Agreement or any applicable statutory provision or tort shall in each calendar year be limited to £10,000,000.00 (ten million pounds). In no event shall either Supplier or Sika be liable for punitive or exemplary damages in connection with or arising out of this Agreement.
- 14.2. Any mandatory statutory rights of either Party remain reserved.
- 14.3. No provision of this Clause 14, nor in Clauses 12 or 13 shall apply to restrict or exclude liability for claims;
- 14.3.1 for bodily injury, sickness, disease or death, or
- 14.3.2 arising out of fraud, gross negligence or intentional acts; or
- 14.3.3 the restriction or exclusion of which is otherwise forbidden by law.

#### **15. Contingency Planning**

- 15.1. The Parties acknowledge that the continuous supply of Products to Sika is crucial.
- 15.2. Supplier shall therefore continue to have during this Agreement a contingency plan which consists at least of the following:
- 15.2.1 security stock of Products representing the likely demand of 2 weeks based on the most recent forecast; and/or
- 15.2.2 sufficient insurance coverage for property and business interruption risks as well as machinery break-down; a certificate of the according insurance coverage will be provided by Supplier to Sika if requested.

#### **16. Insurance**

- 16.1. Supplier shall provide and maintain throughout the validity of this Agreement and for a period of 2 years afterwards a liability insurance with limit of at least £15,000,000.00 (fif-

teen million pounds) for claims arising from a single event or series of related events in a single calendar year and deductibles per occurrence of not more than £200,000.00 (two hundred thousand pounds).

- 16.2. A certificate of according insurance coverage will be provided by Supplier to Sika if requested.

## 17. Confidentiality

- 17.1. Each Party may be disclosing to the other information, in a number of different forms and media, including oral statements, which is proprietary and confidential ("**Proprietary Information**"). This Proprietary Information includes financial, technical, production and other information.
- 17.2. Without the prior written consent of the other Party, neither Party shall disclose Proprietary Information of the other Party, in whole or in part, to any person other than to that Party's directors, officers, employees and members being directly engaged in the subject of this Agreement and whose knowledge of such Proprietary Information is essential for the compliance of the respective Party with this Agreement. Each Party shall take all reasonable steps to ensure that its directors, officers, employees and members shall at all times preserve strict secrecy in relation to the said information.
- 17.3. Further, the Parties shall not use the Proprietary Information, in whole or in part, for any purpose other than for the fulfilment of their duties under this Agreement or otherwise permitted by this Agreement.
- 17.4. All information disclosed to the other Party shall be considered Proprietary Information, unless otherwise stated. However, a receiving Party shall not be bound to protect Proprietary Information of the other Party which is
- 17.4.1 already known to the receiving Party as evidenced by the receiving Party's written documents or records,
  - 17.4.2 publicly available or that becomes publicly available without a breach of this Agreement by the receiving Party,
  - 17.4.3 rightfully received by the receiving Party from a third party who has no duty or obligation of nondisclosure, or
  - 17.4.4 independently developed by the receiving Party without regard to the disclosure by the other Party as shown by the written records of the receiving Party, or
  - 17.4.5 disclosed without an obligation of confidence under operation of law, governmental regulation, or court order, provided receiving Party first gives disclosing Party notice and uses all reasonable effort to secure confidential protection of such Proprietary Information.

- 17.5. Specific confidential information shall not be considered to fall within the above exceptions merely because it is within the scope of more general information within an exception.
- 17.6. A combination of features shall not be considered to fall within the above exceptions unless the combination itself, including its principles of operation, is within the exceptions.
- 17.7. The obligations pursuant to Clauses 17.2 and 17.3 shall remain valid after termination of this Agreement.

## **18. Term**

- 18.1. This Agreement shall take effect from the Effective Date and may be terminated by either Party upon 3 months' prior written notice, such notice not to take effect before 31 December 2019.
- 18.2. Earlier termination pursuant to Clauses 19 and 20 remains reserved.

## **19. Earlier Termination**

- 19.1. In the event of any claimed default or breach by either Party to this Agreement, written notice must be given to the other Party hereto without delay, specifying the nature of the default or breach. The other Party shall be obliged to cure or diligently commence to cure the default or breach within 60 days upon notice given, failing which the aggrieved Party may terminate the Agreement forthwith.
- 19.2. Further, either Party shall have the right to terminate this Agreement at any time upon 30 days' prior written notice in one of the following cases:
  - 19.2.1 a material change in ownership of the other Party, excluding changes in ownership within the group companies of that Party;
  - 19.2.2 the other Party's sale of assets or settlement with creditors;
  - 19.2.3 the other Party's insolvency, including temporary insolvency and insolvency not declared in bankruptcy or any analogous proceeding; or
  - 19.2.4 the other Party's liquidation or petition for admission to bankruptcy, reorganisation or any analogous proceeding.

## **20. Force Majeure**

- 20.1. "**Force Majeure**" shall mean all causes or events beyond the control of either Party which cannot be foreseen or, if foreseeable, which are unavoidable which occur after the execution of this Agreement and which prevent, delay or hinder the performance of a Party's obligations under this Agreement.

- 20.2. The following causes or events shall be considered as Force Majeure if they hinder the performance of a Party's obligations: strikes, blockades, riots, civil commotion, insurrection, war, mobilization, lockouts, revolution, transport accidents or shortage, confiscation, embargoes, plague or epidemic, flood, earthquake, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties or governmental regulations. This list is not exhaustive.
- 20.3. For the avoidance of doubt, neither Party shall be entitled to avail itself of the benefit of this clause by reason of any of the following, except to the extent the same shall result from one of the causes of Force Majeure described hereinabove : unavailability, late delivery or changes in the cost of plant, machinery, equipment, materials, spare parts or consumables ; any delay in the performance of any contractor; non-performance resulting from normal wear and tear; mechanical or electrical breakdown or failure of machinery; non-performance caused by, or connected with, the non-performing party's (i) negligent or intentional act, errors or omissions, (ii) failure to comply with any applicable laws, or (iii) breach of, or default under this Agreement, and increased cost, the inability to pay or other adverse economic consequences that may be incurred through the performance of such obligations of the parties.
- 20.4. The failure or delay of either of the parties hereto to perform any obligation under this Agreement solely by reason of the Force Majeure shall not be deemed to be a breach of this Agreement, provided that the party so prevented from complying herewith shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms of this Agreement.
- 20.5. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within the shortest delay reasonably possible as of the first occurrence of the Force Majeure and shall in every instance, to the extent reasonably possible and lawful under the circumstances, use its best efforts to remove or remedy such cause. The party invoking Force Majeure shall inform the other party in writing of the exact nature of the intervening circumstances causing Force Majeure and shall also inform the other party in writing of the end of the intervening circumstances causing Force Majeure.
- 20.6. If by virtue of the preceding sub-clauses either Party shall be excused from the performance or punctual performance of any obligation for a continuous period of 6 months, then either Party may at any time thereafter and, provided such performance or punctual performance is still excused, terminate the Agreement with immediate effect.

## **21. Duties upon Termination**

- 21.1. Upon termination of this Agreement for whatever reason, all obligations of either Party existing at the date of termination shall continue and shall be honoured by the Parties notwithstanding that obligations (including obligations to deliver and pay against pending confirmed orders) shall take effect after the date of termination.

- 21.2. Upon termination of this Agreement each Party shall immediately return to the other all Proprietary Information received and not to retain any copies thereof.
- 21.3. Further, Sika may request to be supplied with the Products after the termination of the Agreement for a period of not more than 6 months, in which case the Agreement shall deem to continue until the end of such extended deliveries. Alternatively, Sika may request to be supplied in one or more deliveries with Products equalling in the maximum the aggregate volume of Products purchased in the 12 months preceding the notice of termination. In case Sika makes a request as referred to in this paragraph, Supplier is entitled to request sufficient financial security for the fulfilment of Sika's payment obligations as a result of the extended deliveries. If Sika doesn't comply with this request, Supplier is entitled to decline Sika's request for the extended deliveries.
- 21.4 Unless explicitly provided for in this Agreement or mandated by law no claims for compensation of any sort can be lodged by reason of termination of this Agreement. In particular, neither party shall be entitled to compensation, reimbursement or damage on account of the loss of prospective profits on anticipated sales or on account of marketing investments in connection with its business or goodwill.

## **22. General Provisions**

- 22.1. The Parties shall not be entitled to assign, transfer, license or subcontract this Agreement or part thereof to any third party without prior written approval of the other Party, except for the assignment of this Agreement by Sika to a company, which is directly or indirectly controlled by Sika AG, Baar, Switzerland, including any joint venture, in which Sika AG directly or indirectly controls more than 50% of the shares or votes.
- 22.2. If any provision of this Agreement is found to be invalid for whatever reason the validity of the remainder of this Agreement shall not be affected. In such a case the Parties shall endeavour to substitute the invalid terms with new terms which come as near as possible to the purpose of the Agreement.
- 22.3. Waivers of any breach or failure to enforce any of the terms and conditions of this Agreement at any time by either Party shall not in any way affect, limit or waive either Party's rights thereafter to enforce and compel compliance with every term and condition thereof.
- 22.4. This Agreement may only be modified or cancelled, or any rights under it waived, by a written document executed by both Parties.
- 22.5. Except for orders, one-time project offers or one-time discounts that can be submitted and agreed by the Parties per email or fax, any notice, request or other communication required to be given by one Party to the other Party under this Agreement shall be in writing and shall be sent by registered mail addressed to the other Party at the address set forth at the beginning of this Agreement.
- 22.6. Either Party may, from time to time, in the manner provided above, give to the other Party notice of any other address to which communications to such Party shall be sent.

- 22.7. The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.
- 22.8. This Agreement and its Annexes contain all of the terms and conditions agreed to by the Parties with respect to the subject matter hereof, and represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, writings, communications, emails and/or agreements between the parties and is intended to be the final expression of their agreement. General sales conditions or general purchase conditions of the Supplier shall not apply. Except as stated in this Agreement the parties agree and acknowledge that they have not relied on any agreements, statements, representations, writings, negotiations, warranties, mis-representations, mis-statements, understandings or courses of conduct or trade, whether express or implied (other than as set out herein), in entering into this Agreement. No other terms, conditions, warranties, assurances, statements or representations should be deemed incorporated or implied (at law, under statute or otherwise) except as set out in this Agreement. The only remedy available to any party in respect of any such statements, mis-statements, representations, mis-representations, writings, negotiations, warranties or understandings shall be for breach of contract under the terms of this Agreement.
- 22.9. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 22.10. The rights and remedies provided under this Agreement are cumulative and non-exhaustive and are in addition to, and not exclusive of, any rights or remedies provided under this Agreement and/or by applicable law.

### **23. Governing Law / Forum**

- 23.1. This Agreement shall be governed by the material laws of England and Wales.
- 23.2. Exclusive forum for all disputes arising from, or in connection with this Agreement shall be the Courts of England and Wales.

### **Signatures**

**Sika Limited**

**Fixfast Limited**

Place, Date

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Place, Date

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Managing Director



## **Annexes (integral part of the Agreement)**

- Annex 1:** Territory, Sika and Supplier
- Annex 2:** Delivery and Payment Terms, Validity of Prices, Products and Prices
- Annex 3:** Purchase order template
- Annex 4:** Guarantee Period and Guarantee Requirements
- Annex 5:** Packing and marking instructions
- Annex 6:** Specifications, Released Production Sites
- Annex 7:** Calculations on thermal insulation, performance, tapered insulation quotations and tapered drawings and schemes
- Annex 8:** Complaint handling procedure
- Annex 9:** Performance of site surveys
- Annex 10:** Contacts List including escalation procedure
- Annex 11:** Ordering process

**Annex 1: Territory, Sika Companies and Supplier Companies**

1.1. Fixfast territories to which the contract applies are:

England, Scotland, Wales and Northern Ireland.

1.2. Sika is:

Sika Limited registered in England and Wales with company number 00226822

1.3. Supplier is:

Fixfast Limited registered in England and Wales with company number 01037468

This list may be extended / changed under written notice and agreement of both Parties.

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## **Annex 2: Delivery and Payment Terms, Validity of Prices, Products and Prices**

### **1. Delivery Terms**

- 1.1 Delivery terms are EXW (according to INCOTERMS® 2010)
- 1.2 EXW locations will vary as they will involve delivery to the relevant Sika customer site locations, as notified by Sika to the Supplier from time to time.  
The Supplier shall apply its best endeavours to reduce the transportation costs for Sika.
- 1.3 Product lead times is provided by Supplier on the product price list and upon any changes to be reviewed by Supplier.
- 1.4 Normal production lead times are indicated for quick reference and should be confirmed by Supplier for every order.

### **2. Validity of Prices**

- 2.1. Prices set out at paragraph 4 below are valid as of the Effective Date and apply to the territories as described in Annex 1.
- 2.2. One-time or special temporary discounts and one-time project prices can be given by Supplier to Sika upon the written agreement of both Parties.
- 2.3. Supplier reserves the right, by giving notice to Sika 90 days before delivery, to increase the price of the products to reflect any increase in the cost to Supplier which is due to any factor beyond the control of Supplier, any change in delivery dates, quantities or specifications for the products which is requested by Sika, or any delay caused by any instructions of Sika or failure of Sika to give Supplier adequate information or instructions.

### **3. Ordering, Delivery and Payment Terms**

- 3.1. Ordering of the Products will be effected by Sika's orders in accordance with the Purchase order form (containing name of the Product, dimensions, quantity, address of delivery, required date of dispatch) pursuant to **Annex 3**.
- 3.2. Order forms should be sent by Sika to Supplier by email.
- 3.3. Delivery of the Products will be organised following delivery terms indicated in Clause 1 of **Annex 2**.
- 3.4. Transportation will be organised by Sika or by Supplier on request by Sika. In case transportation is organised by Supplier transport price should be communicated and agreed with Sika and included into the invoice for the order in a separate line.
- 3.5. If Sika or its customer (or the customer's representative) fails to take delivery of the Products or Sika fails to give Supplier adequate delivery instructions at the time stated for delivery then, Supplier may store the Products until actual delivery and charge Sika for the reasonable costs (including insurance) of storage.
- 3.6. Supplier shall be entitled to invoice Sika for the price of the Products on the day of dispatch.
- 3.7. Sika shall pay the price of the Products 30 days net of the date of Supplier's invoice.

### **4. Products and Prices**

\* According to INCOTERMS® 2010



Special Terms  
Pricing Sika Ltd 01-0

**Annex 3:**

## Purchase order template

Sika will use its individual purchase order form, a template for which is set out below. Any reference in the PO to Sika's general purchase conditions shall not apply.

Sika Information		Purchase order						
Sika Limited Watchmead Welwyn Garden City AL7 1BQ United Kingdom		<b>Purchase Order Number:</b> <i>(Please state the number in all correspondence)</i>	<b>Date:</b> (DD.MM.YYYY)					
<b>Supplier Details</b>		<b>Contact Person:</b>						
Fixfast Limited Merlin House, Seven Mile Lane, Borough Green, Sevenoaks, Kent, United Kingdom, TN15 8QY		<b>Telephone Number:</b>						
		<b>Fax Number:</b>						
		<b>Email Address:</b>						
General Conditions		Delivery Information						
THE PURCHASE ORDER IS BASED ON OUR "GENERAL PURCHASE CONDITIONS" PLEASE ACKNOWLEDGE IMMEDIATELY STATING THE CONFIRMED DELIVERY DATE. PLEASE ENSURE THAT GOODS ARE DELIVERED TO THE CORRECT SITE, FAILURE TO DO SO MAY RESULT IN DELIVERY BEING REJECTED OR PAYMENT BEING DELAYED.		<b>Terms of Delivery:</b>						
		<b>Delivery Address:</b>						
		<b>Ref. Sales Order No:</b>						
<b>Ref. PO No.:</b>								
<b>Ref. PO Date:</b>								
<b>Item</b>	<b>Material No.</b>	<b>Supplier Material No.</b>	<b>Order Quantity</b>	<b>UoM</b>	<b>Delivery Date</b>	<b>Price per Unit</b>	<b>Currency</b>	<b>Net Amount</b>
	<b>Material Description</b>							
	<b>Supplier Material Description</b>		<b>EAN/UPC No.</b>					

Send invoice to: Sika Limited, Watchmead, Welwyn Garden City AL7 1BQ

Invoices relating to this P/O cannot be processed unless the P/O number is clearly displayed on the face of the invoice

## Annex 4: Guarantee Period and Guarantee Requirements

The Products can be used in all standard roofing applications in accordance with the Sika guarantees with the exception of XXX where stainless steel must be used.

\*NB – All Sika 25 year Guarantees are 'Amortised' in varying forms, so the value of the Guarantee in the event of a claim reduces as the guarantee term diminishes. Sika Limited only provide full Product insurance on Guarantees up to a maximum of 20 years.

Other guarantees may also be offered as Amortised guarantees for commercial reasons.

Examples of all Sika Roofing Guarantees are available and will be supplied.

### Sika Roofing Brands / Products

Sarnafil – Single ply membranes

Sika-Trocal – Single ply membranes

Sika Liquid Plastics – Liquid applied membranes

SikaBit – Reinforced bitumen membranes

SikaBit – Hotmelt

Sika shall notify Supplier of any claim brought by a customer under a Sika Product Guarantee. Notification shall occur via a letter to the address of Supplier.

### Preconditions

In order for a customer to be covered by a Sika Product Guarantee, the following pre-conditions will need to be fulfilled:

1. Installation works of the Sika End Product concerned must have been carried out only by Sika approved applicators.
2. In case of a claim, Sika shall notify Supplier in writing in accordance with the notice period pursuant to Clause 12.3.
3. All appropriate measures to prevent and/or limit damage have been taken by Sika.
4. Supplier has been fully paid for the Product concerned.

Supplier's liability during the Guarantee Period shall be governed by Clauses 12 to 14.

### Sika Product Guarantees - templates

#### [insert product name] Extended Product Guarantee - 10 Years

Serial No:

Main Contractor:

[insert product name] Contractor:

Customer (and any valid assignees):

Address of building subject to Extended Product Guarantee (the "Building"):

Roof Area:

m<sup>2</sup>

Specification Ref:

("the Specification")

Suitable for: \*Limited foot traffic/Foot traffic/Vehicular traffic/Roof Garden (\*Delete as applicable)

[insert product name] products directly supplied and/or invoiced by Sika Limited, set out in the Application for Guarantee and/or [insert product name] Field Installation Report dated [ ] and the [insert product name] Branded Products listed here: [ ] ("the Materials")

Date of Supply of the Materials means:

Date of Issue:

Guarantee Period: means 10 years from the Date of the Supply of the Materials

### Declaration

***“We, Sika Limited, guarantee to the Customer that if during the Guarantee Period the Materials, are proved to not meet their requirements as set out in the relevant Product Data Sheets or a defect arises as a direct result of a failure by Sika Limited to exercise reasonable skill and care in the production of the Specification, we will (i) repair or replace the Materials, or (ii) at our option, pay the reasonable cost of repair or replacement, including in either case any damage to the fabric of the roof directly caused by the Materials and/or the defect, subject to the terms and conditions set out below.***

***Provided that in all cases the scope and extent of the remedial work is in the sole reasonable opinion of Sika Limited and such remedial work is the sole remedy of the Customer under this Extended Product Guarantee and provided further that in the production of the Specification Sika Limited has not inspected the Building and has therefore either relied on information provided to it and/or made assumptions that the state and condition of the Building is suitable for the design contained in the Specification. Sika Limited shall not be liable to the extent such information and/or assumptions are incorrect.***

- 1) Sika Limited’s liability under this Extended Product Guarantee is conditional upon the following:
  - a. Sika Limited has received full payment for the Materials and the Roofing Contractor has been paid in full for any installation or application thereof.
  - b. The Materials have been installed or laid by the [insert product name] Contractor strictly in accordance with the Specification, instructions of Sika Limited or those of the other manufacturers of the Materials, all applicable Product Data Sheets, Sika Technical Guidelines as well as in accordance with appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - c. The Materials as recorded in the [insert product name] Field Installation Report referred to above, are used for the purpose and in a manner for which they were intended and with reference to the Building’s Humidity Classification, set out in the Specification.
  - d. Any defects relating to Materials are reported in writing to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, (i) as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection and (ii) in any event within the Guarantee Period;
  - e. The Materials have been properly maintained by the Customer, strictly in accordance with the attached maintenance requirements (as may be updated from time to time by Sika Limited) and appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - f. All appropriate measures to prevent and/or limit damage have been taken; and/or
  - g. The defects and/or losses cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products, structural movement or the existing construction or condition of the Building or any deterioration thereof) or any other matters reasonably outside the control of Sika Limited.
- 2) Sika Limited’s aggregate liability to the Customer and any assignees under this Extended Product Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £500,000. Sika Limited shall have no liability to the Customer and/or any assignees, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the building or its contents (other than the fabric of the roof); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of anticipated savings, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss in each case whether or not foreseeable or in the contemplation of the parties. Sika Limited’s liability shall not be excluded or limited for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 3) This Extended Product Guarantee shall exclusively apply to the Building referenced. This Extended Product Guarantee contains all the provisions between Sika Limited and the Customer relating to liability for the Materials and any design, advice or recommendations in connection with such Building. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials or any design, advice or recommendations, that are binding on the parties except as specifically stated in this Extended Product Guarantee.
- 4) This Extended Product Guarantee is for the sole benefit of the Customer. It may be assigned in whole and not in part and no more than three times. Each assignment shall be effective on the date of written notice being given to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, provided that, such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.
- 5) The parties do not intend that any of the terms of this Extended Product and Guarantee shall be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.
- 6) This Extended Product Guarantee shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or connection with this Extended Product Guarantee.
- 7) For ballasted and green roofs the Customer is responsible for all investigative works and related costs for any alleged waterproofing failures or other alleged defects until it can be demonstrated that Sika Limited is liable under this Extended Product Guarantee.
- 8) Without limitation, the installation of a Photovoltaic system onto the [insert product name] membrane is likely to invalidate this Extended Product Guarantee and therefore consultation with Sika Roofing Technical Services is strongly recommended prior to any installation.
- 9) References to Product Data Sheets and Sika Technical Guidelines means the product data sheets and technical guidelines published from time to time by Sika, relevant to the Materials and applicable as at the Date of Supply of the Materials or as may be updated from time to time in respect of any ongoing maintenance requirements.
- 10) References to the Specification means the specification prepared by Sika Limited for the application of the Materials to the Building as referenced above.
- 11) Sika cannot be responsible for the aesthetic appearance of the finished system and this is not covered under the terms of the Extended Product Guarantee.
- 12) For the avoidance of doubt any reliance and/or enforcement of this Extended Product Guarantee by the Customer is strictly subject to the terms and conditions set out above and the Customer acknowledges that it is bound by such terms and conditions.

## [insert product name] Extended Product Guarantee - 15 Years

Serial No:

Main Contractor:

[insert product name] Contractor:

Customer (and any valid assignees):

Address of building subject to Extended Product Guarantee (the "Building"):

Roof Area:

m<sup>2</sup>

Specification Ref:

("the Specification")

Suitable for: **\*Limited foot traffic/Foot traffic/Vehicular traffic/Roof Garden (\*Delete as applicable)**

[insert product name] products directly supplied and/or invoiced by Sika Limited, set out in the Application for Guarantee and/or [insert product name] Field Installation Report dated [ ] and the [insert product name] Branded Products listed here: [ ] ("the Materials")

Date of Supply of the Materials means:

Date of Issue:

Guarantee Period: means 15 years from the Date of the Supply of the Materials

### Declaration

***"We, Sika Limited, guarantee to the Customer that if during the Guarantee Period the Materials, are proved to not meet their requirements as set out in the relevant Product Data Sheets or a defect arises as a direct result of a failure by Sika Limited to exercise reasonable skill and care in the production of the Specification, we will (i) repair or replace the Materials, or (ii) at our option, pay the reasonable cost of repair or replacement, including in either case any damage to the fabric of the roof directly caused by the Materials and/or the defect, subject to the terms and conditions set out below.***

***Provided that in all cases the scope and extent of the remedial work is in the sole reasonable opinion of Sika Limited and such remedial work is the sole remedy of the Customer under this Extended Product Guarantee and provided further that in the production of the Specification Sika Limited has not inspected the Building and has therefore either relied on information provided to it and/or made assumptions that the state and condition of the Building is suitable for the design contained in the Specification. Sika Limited shall not be liable to the extent such information and/or assumptions are incorrect.***

- 1) Sika Limited's liability under this Extended Product Guarantee is conditional upon the following:
  - a. Sika Limited has received full payment for the Materials and the Roofing Contractor has been paid in full for any installation or application thereof.
  - b. The Materials have been installed or laid by the [insert product name] Contractor strictly in accordance with the Specification, instructions of Sika Limited or those of the other manufacturers of the Materials, all applicable Product Data Sheets, Sika Technical Guidelines as well as in accordance with appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - c. The Materials as recorded in the [insert product name] Field Installation Report referred to above, are used for the purpose and in a manner for which they were intended and with reference to the Building's Humidity Classification, set out in the Specification.
  - d. Any defects relating to Materials are reported in writing to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, (i) as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection and (ii) in any event within the Guarantee Period;
  - e. The Materials have been properly maintained by the Customer, strictly in accordance with the attached maintenance requirements (as may be updated from time to time by Sika Limited) and appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - f. All appropriate measures to prevent and/or limit damage have been taken; and/or
  - g. The defects and/or losses cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products, structural movement or the existing construction or condition of the Building or any deterioration thereof) or any other matters reasonably outside the control of Sika Limited.
- 2) Sika Limited's aggregate liability to the Customer and any assignees under this Extended Product Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £500,000. Sika Limited shall have no liability to the Customer and/or any assignees, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the building or its contents (other than the fabric of the roof); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of anticipated savings, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss in each case whether or not foreseeable or in the contemplation of the parties. Sika Limited's liability shall not be excluded or limited for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 3) *This Extended Product Guarantee shall exclusively apply to the Building referenced. This Extended Product Guarantee contains all the provisions between Sika Limited and the Customer relating to liability for the Materials and any design, advice or recommendations in connection with such Building. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials and any design, advice or recommendations, that are binding on the parties except as specifically stated in this Extended Product Guarantee.*
- 4) *This Extended Product Guarantee is for the sole benefit of the Customer. It may be assigned in whole and not in part and no more than three times. Each assignment shall be effective on the date of written notice being given to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, provided that, such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.*



- 5) The parties do not intend that any of the terms of this Extended Product and Guarantee shall be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.
- 6) This Extended Product Guarantee shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or connection with this Extended Product Guarantee.
- 7) For ballasted and green roofs the Customer is responsible for all investigative works and related costs for any alleged waterproofing failures or other alleged defects until it can be demonstrated that Sika Limited is liable under this Extended Product Guarantee.
- 8) *The life to first maintenance of Sarnaplast mastic sealant is 10 years. Therefore the Guarantee Period in respect of this Material and any details relying on it shall be reduced to 10 years from the Date of the Supply of the Materials.*
- 9) *Without limitation, the installation of a Photovoltaic system onto the [insert product name] membrane is likely to invalidate this Extended Product Guarantee and therefore consultation with Sika Roofing Technical Services is strongly recommended prior to any installation.*
- 10) *References to Product Data Sheets and Sika Technical Guidelines means the product data sheets and technical guidelines published from time to time by Sika, relevant to the Materials and applicable as at the Date of Supply of the Materials or as may be updated from time to time in respect of any ongoing maintenance requirements.*
- 11) References to the Specification means the specification prepared by Sika Limited for the application of the Materials to the Building as referenced above.
- 12) Sika cannot be responsible for the aesthetic appearance of the finished system and this is not covered under the terms of the Extended Product Guarantee.
- 13) For the avoidance of doubt any reliance and/or enforcement of this Extended Product Guarantee by the Customer is strictly subject to the terms and conditions set out above and the Customer acknowledges that it is bound by such terms and conditions.

## [insert product name] Extended Product Guarantee - 20 Years

Serial No:

Main Contractor:

[insert product name] Contractor:

Customer (and any valid assignees):

Address of building subject to Extended Product Guarantee (the "Building"):

Roof Area:

m<sup>2</sup>

Specification Ref:

("the Specification")

Suitable for: **\*Limited foot traffic/Foot traffic/Vehicular traffic/Roof Garden (\*Delete as applicable)**

[insert product name] products directly supplied and/or invoiced by Sika Limited, set out in the [insert product name] Field Installation Report dated [ ] and the [insert product name] Branded Products listed here: [Sika SolarMount 1 (SSM1) (excluding the PV panels or cabling),] ("the Materials")

Date of Supply of the Materials means:

Date of Issue:

Guarantee Period: means 20 years from the Date of the Supply of the Materials

### Declaration

***"We, Sika Limited, guarantee to the Customer that if during the Guarantee Period the Materials, are proved to not meet their requirements as set out in the relevant Product Data Sheets or a defect arises as a direct result of a failure by Sika Limited to exercise reasonable skill and care in the production of the Specification, we will (i) repair or replace the Materials, or (ii) at our option, pay the reasonable cost of repair or replacement, including in either case any damage to the fabric of the roof directly caused by the Materials and/or the defect, subject to the terms and conditions set out below.***

***Provided that in all cases the scope and extent of the remedial work is in the sole reasonable opinion of Sika Limited and such remedial work is the sole remedy of the Customer under this Extended Product Guarantee and provided further that in the production of the Specification Sika Limited has not inspected the Building and has therefore either relied on information provided to it and/or made assumptions that the state and condition of the Building is suitable for the design contained in the Specification. Sika Limited shall not be liable to the extent such information and/or assumptions are incorrect.***

- 1) Sika Limited's liability under this Extended Product Guarantee is conditional upon the following:
  - a. Sika Limited has received full payment for the Materials and the Roofing Contractor has been paid in full for any installation or application thereof.
  - b. The Materials have been installed or laid by the [insert product name] Contractor strictly in accordance with the Specification, instructions of Sika Limited or those of the other manufacturers of the Materials, all applicable Product Data Sheets, Sika Technical Guidelines as well as in accordance with appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - c. The Materials as recorded in the [insert product name] Field Installation Report referred to above, are used for the purpose and in a manner for which they were intended and with reference to the Building's Humidity Classification, set out in the Specification.
  - d. Any defects relating to Materials are reported in writing to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, (i) as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection and (ii) in any event within the Guarantee Period;
  - e. This 20 years Extended Product Guarantee period will only remain valid (irrespective of when any defect occurs or is discovered) if roof inspections are carried out at intervals of not more than 5 years with the first inspection being before the fifth anniversary of the Date of Supply of the Materials. Failure to comply with this inspection obligation shall cause the Guarantee Period of this Extended Product Guarantee to reduce to 15 years. Inspections must be carried out by the Sika Roofing Applications Department and any remedial works found necessary or desirable by Sika Limited would need to be properly carried out by the [insert product name] Contractor noted above (at the cost of the Customer unless Sika Limited is liable for any defects in accordance with this Extended Product Guarantee). Safe access for inspection is to be provided by the Customer;
  - f. The Materials have been properly maintained by the Customer, strictly in accordance with the attached maintenance requirements (as may be updated from time to time by Sika Limited) and appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - g. All appropriate measures to prevent and/or limit damage have been taken; and/or
  - h. The defects and/or losses cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products, structural movement or the existing construction or condition of the Building or any deterioration thereof) or any other matters reasonably outside the control of Sika Limited.
  
- 2) Sika Limited's aggregate liability to the Customer and any assignees under this Extended Product Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £500,000. Sika Limited shall have no liability to the Customer and/or any assignees, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the building or its contents (other than the fabric of the roof); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of anticipated savings, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss in each case whether or not foreseeable or in the contemplation of the parties. Sika Limited's liability shall

not be excluded or limited for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

- 3) *This Extended Product Guarantee shall exclusively apply to the Building referenced. This Extended Product Guarantee contains all the provisions between Sika Limited and the Customer relating to liability for the Materials and any design, advice or recommendations in connection with such Building. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials and any design, advice or recommendations, that are binding on the parties except as specifically stated in this Extended Product Guarantee.*
- 4) *This Extended Product Guarantee is for the sole benefit of the Customer. It may be assigned in whole and not in part and no more than three times. Each assignment shall be effective on the date of written notice being given to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, provided that, such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.*
- 5) The parties do not intend that any of the terms of this Extended Product and Guarantee shall be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.
- 6) This Extended Product Guarantee shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or connection with this Extended Product Guarantee.
- 7) For ballasted and green roofs the Customer is responsible for all investigative works and related costs for any alleged waterproofing failures or other alleged defects until it can be demonstrated that Sika Limited is liable under this Extended Product Guarantee.
- 8) *The life to first maintenance of Sarnaplast mastic sealant is 10 years. The life to first maintenance of the [insert product name] Liquid Detailing System is 15 years. Therefore the Guarantee Period in respect of these Materials and any details relying on them shall be reduced to 10 years and 15 years from the Date of the Supply of the Materials respectively.*
- 9) *Without limitation, the installation of a Photovoltaic system onto the [insert product name] membrane is likely to invalidate this Extended Product Guarantee and therefore consultation with Sika Roofing Technical Services is strongly recommended prior to any installation.*
- 10) *References to Product Data Sheets and Sika Technical Guidelines means the product data sheets and technical guidelines published from time to time by Sika, relevant to the Materials and applicable as at the Date of Supply of the Materials or as may be updated from time to time in respect of any ongoing maintenance requirements.*
- 11) References to the Specification means the specification prepared by Sika Limited for the application of the Materials to the Building as referenced above.
- 12) Sika cannot be responsible for the aesthetic appearance of the finished system and this is not covered under the terms of the Extended Product Guarantee.
- 13) **Where a Sika SolaRoof® system is installed, the terms & conditions of the Joju Solar Guarantee apply to the non-Sika branded products and to the installation work.**
- 14) For the avoidance of doubt any reliance and/or enforcement of this Extended Product Guarantee by the Customer is strictly subject to the terms and conditions set out above and the Customer acknowledges that it is bound by such terms and conditions.

## [insert product name] Extended Product Guarantee - 25 Years

Serial No:

Main Contractor:

[insert product name] Contractor:

Customer (and any valid assignees):

Address of building subject to Extended Product Guarantee (the "Building"):

Roof Area: m<sup>2</sup>

Specification Ref: ("the Specification")

Suitable for: Limited foot traffic

[insert product name] products directly supplied and/or invoiced by Sika Limited, set out in the [insert product name] Field Installation Report dated [ ] and the [insert product name] Branded Products listed here: [ ] ("the Materials")

Date of Supply of the Materials means:

Date of Issue:

Guarantee Period: means 25 years from the Date of the Supply of the Materials

### Declaration

***"We, Sika Limited, guarantee to the Customer that if during the Guarantee Period the Materials, are proved to not meet their requirements as set out in the relevant Product Data Sheets or a defect arises as a direct result of a failure by Sika Limited to exercise reasonable skill and care in the production of the Specification, we will (i) repair or replace the Materials, or (ii) at our option, pay the reasonable cost of repair or replacement, including in either case any damage to the fabric of the roof directly caused by the Materials and/or the defect, subject to the terms and conditions set out below.***

***Provided that in all cases the scope and extent of the remedial work is in the sole reasonable opinion of Sika Limited and such remedial work is the sole remedy of the Customer under this Extended Product Guarantee and provided further that in the production of the Specification Sika Limited has not inspected the Building and has therefore either relied on information provided to it and/or made assumptions that the state and condition of the Building is suitable for the design contained in the Specification. Sika Limited shall not be liable to the extent such information and/or assumptions are incorrect.***

- 1) Sika Limited's liability under this Extended Product Guarantee is conditional upon the following:
  - a. Sika Limited has received full payment for the Materials and the Roofing Contractor has been paid in full for any installation or application thereof.
  - b. The Materials have been installed or laid by the [insert product name] Contractor strictly in accordance with the Specification, instructions of Sika Limited or those of the other manufacturers of the Materials, all applicable Product Data Sheets, Sika Technical Guidelines as well as in accordance with appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - c. The Materials as recorded in the [insert product name] Field Installation Report referred to above, are used for the purpose and in a manner for which they were intended and with reference to the Building's Humidity Classification, set out in the Specification.
  - d. Any defects relating to Materials are reported in writing to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, (i) as soon as the defect is, or should reasonably have been, discovered e.g. after adverse weather or an annual inspection and (ii) in any event within the Guarantee Period;
  - e. This 25 years Extended Product Guarantee period will only remain valid (irrespective of when any defect occurs or is discovered) if roof inspections are carried out at intervals of not more than 5 years with the first inspection being before the fifth anniversary of the Date of Supply of the Materials. Failure to comply with this inspection obligation shall cause the Guarantee Period of this Extended Product Guarantee to reduce to 15 years. Inspections must be carried out by the Sika Roofing Applications Department and any remedial works found necessary or desirable by Sika Limited would need to be properly carried out by the [insert product name] Contractor noted above (at the cost of the Customer unless Sika Limited is liable for any defects in accordance with this Extended Product Guarantee). Safe access for inspection is to be provided by the Customer;
  - f. The Materials have been properly maintained by the Customer, strictly in accordance with the attached maintenance requirements (as may be updated from time to time by Sika Limited) and appropriate industry codes of practice (e.g. BS 6229) and design guidance;
  - g. All appropriate measures to prevent and/or limit damage have been taken; and/or
  - h. The defects and/or losses cannot be attributed to any external effects (including force majeure, acts by third parties, impact from third party products, structural movement or the existing construction or condition of the Building or any deterioration thereof) or any other matters reasonably outside the control of Sika Limited.
- 2) Sika Limited's aggregate liability to the Customer and any assignees under this Extended Product Guarantee whether in contract, tort (including negligence), misrepresentation, under statute or otherwise shall not exceed £500,000. Sika Limited shall have no liability to the Customer and/or any assignees, whether in contract, tort (including negligence), misrepresentation, under statute or otherwise, for: (a) any physical damage to the building or its contents (other than the fabric of the roof); (b) any direct or indirect: loss of profit, loss of revenue, loss of business, loss of goodwill or reputation, loss of anticipated savings, loss of feed in tariff or power generation; (c) any indirect, consequential or special loss in each case whether or not foreseeable or in the contemplation of the parties. Sika Limited's liability shall not be excluded or limited for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

- 3) *This Extended Product Guarantee shall exclusively apply to the Building referenced. This Extended Product Guarantee contains all the provisions between Sika Limited and the Customer relating to liability for the Materials and any design, advice or recommendations in connection with such Building. There are no torts, conditions, warranties, representations or terms, express or implied as to the Materials and any design, advice or recommendations, that are binding on the parties except as specifically stated in this Extended Product Guarantee.*
- 4) *This Extended Product Guarantee is for the sole benefit of the Customer. It may be assigned in whole and not in part and no more than three times. Each assignment shall be effective on the date of written notice being given to Sika Limited, Watchmead, Welwyn Garden City, Hertfordshire, AL7 1BQ, provided that, such notice states the full name and registered office and/or principal place of business/primary residence of the assignee.*
- 5) *The parties do not intend that any of the terms of this Extended Product and Guarantee shall be relied upon or shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.*
- 6) *This Extended Product Guarantee shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or connection with this Extended Product Guarantee.*
- 7) *The Sika Limited liability to the Customer and/or any assignee for the period from the 20<sup>th</sup> anniversary of the Date of Supply of the Materials to the end of the Guarantee Period is on a reducing basis, amortised over 30 years e.g. a successful claim in year 21 would be paid by Sika Limited at 9/30<sup>th</sup> of the claim, year 22 paid at 8/30<sup>th</sup> etc, subject in any event to the other terms of the guarantee including without limitation any other limits on liability.*
- 8) *The life to first maintenance of Sarnaplast mastic sealant is 10 years. The life to first maintenance of the [insert product name] Liquid Detailing System is 15 years. Therefore the Guarantee Period in respect of these Materials and any details relying on them shall be reduced to 10 years and 15 years from the Date of the Supply of the Materials respectively.*
- 9) *Without limitation, the installation of a Photovoltaic system onto the [insert product name] membrane is likely to invalidate this Extended Product Guarantee and therefore consultation with Sika Roofing Technical Services is strongly recommended prior to any installation.*
- 10) *References to Product Data Sheets and Sika Technical Guidelines means the product data sheets and technical guidelines published from time to time by Sika, relevant to the Materials and applicable as at the Date of Supply of the Materials or as may be updated from time to time in respect of any ongoing maintenance requirements.*
- 11) *References to the Specification means the specification prepared by Sika Limited for the application of the Materials to the Building as referenced above.*
- 12) *Sika cannot be responsible for the aesthetic appearance of the finished system and this is not covered under the terms of the Extended Product Guarantee.*
- 13) *For the avoidance of doubt any reliance and/or enforcement of this Extended Product Guarantee by the Customer is strictly subject to the terms and conditions set out above and the Customer acknowledges that it is bound by such terms and conditions.*

#### Fixfast Warranty Documents



7500\_FF\_Warranty- Fixfast\_Warranty-D  
Document\_Brochureocument\_Applicatio

**Packaging:**

The Products will be packaged in accordance with the quantities as agreed for the Product range by the Parties in writing.

**From:** Dean Grady [<mailto:grady.dean@uk.sika.com>]  
**Sent:** 09 October 2019 15:58  
**To:** Warwick Badams <[Warwick.Badams@fixfast.com](mailto:Warwick.Badams@fixfast.com)>  
**Cc:** Jonathan Brown <[Jonathan.Brown@fixfast.com](mailto:Jonathan.Brown@fixfast.com)>; Jon Carron <[Jon.Carron@fixfast.com](mailto:Jon.Carron@fixfast.com)>  
**Subject:** RE: Sika Fixfast Oct 2019 Trading Agreement - Product Marking

Hi Warwick

Yes your SureFast product reference is fine can we have the SikaRoof® as a prefix maybe a separate label (in the beginning anyway). I just got this branding confirmed today.

We will accept the standard quantities and packaging otherwise that you already have.

Does that help?



**Dean Grady BA FloR TechIOSH**  
 Product Manager SPM

**Sika Limited**

Watchmead, Welwyn Garden City, Herts, AL7 1BQ, UK.  
 Mobile: +44 (0) 7508 407717 Reception: +44 (0) 1707 304444  
 eMail: [grady.dean@uk.sika.com](mailto:grady.dean@uk.sika.com)  
 Web: [http://gbr.sika.com/?mc\\_phishing\\_protection\\_id=28398-bmevesptdgle184ftk30](http://gbr.sika.com/?mc_phishing_protection_id=28398-bmevesptdgle184ftk30)  
 Registered in England and Wales 226822. VAT registration GB 197 018 347

The information contained herein and any other advice are given in good faith based on Sika's current knowledge and experience of the products when properly stored, handled and applied under normal conditions in accordance with Sika's recommendations. The information only applies to the application(s) and product(s) expressly referred to herein and is based on laboratory tests which do not replace practical tests. In case of changes in the parameters of the application, such as changes in substrates etc., or in case of a different application, consult Sika's Technical Service prior to using Sika products. The information contained herein does not relieve the user of the products from testing them for the intended application and purpose. All orders are accepted subject to our current terms of sale and delivery. Users must always refer to the most recent issue of the local Product Data Sheet for the product concerned, copies of which will be supplied on request.

**Marking:**

The Products will be labelled as Sika products (example below).



DELIVER TO

Sika Ltd  
 Site C - Accounts Payable Dept  
 Watchmead  
 Welwyn Garden City HERTFORDSHIRE AL7 1BQ  
 United Kingdom

DELIVERY NOTE



Sika Ltd  
 Site C - Accounts Payable Dept  
 Watchmead  
 Welwyn Garden City HERTFORDSHIRE  
 AL7 1BQ United Kingdom  
 Phone: 01707 394444 Fax: 01707 329129  
 Email:

INVOICE TO

Sika Ltd  
 Site C - Accounts Payable Dept  
 Watchmead  
 Welwyn Garden City HERTFORDSHIRE AL7 1BQ  
 United Kingdom

ACCOUNT	REP	YOUR ORDER NUMBER	DESPATCH DATE	DELIVERY REF	DEL METHOD	PAGE
SIK001	AREA-F	TEST - SETVE COPPINS	11/10/2019	345618	Collect From Merlin House	1 of 1

STOCK CODE	DESCRIPTION	COLOUR	QTY ORD	QTL DEL	BALANCE
FOFLO040SBS	FO-FLO-40-SBS		1.00	1.00	0.00

<b>Picked By:</b> jamesc <b>Checked By:</b> JAMES C <b>Shipped By:</b>  <b>Pack ID: 188113</b>	<b>Carrier</b> Collection <b>No of Packages</b> 1 <b>Description</b> <b>Consignment No</b> <b>Weight</b> 0.00000KG
--	--

	<b>NAME:</b> _____ <b>DATE:</b> _____  <b>SIGNATURE:</b> _____
--	--











**Annex 6: Specifications, Released Production Sites**

**Specifications**

The products shall comply with all related standards, requirements and Product Data Sheets. They shall be free from defect fit for the proposed use of the Product, compatible with any other Sika Branded Roofing Products, which is free from all defects, with a lifetime of at least equal to the Guarantee Period of the Product, in conformity with the specifications contained in this **Annex 6**.

**Trading Product Specification - Product Data Sheet for SureFast Fasteners :**

[insert]

-   
Fixfast-SF-RS-4.8  
Datasheet.pdf
-   
Fixfast-SF-RS-5.8  
Datasheet.pdf
-   
Fixfast-SF-RS-6.1  
Datasheet.pdf
-   
Fixfast-SF-RS-CL-5.2  
Datasheet.pdf
-   
Fixfast-SF-RS-SSA4-  
4.8 Datasheet.pdf
-   
FIXFAST-SF-T-50  
tube washer-Datash
-   
FIXFAST-SF-T-75  
tube washer-Datashtube
-   
FIXFAST-SF-TLP  
washer-Datash008\_surefast\_0517.p
-   
DoP
-   
ETA\_15-0406\_Versio  
n\_2017-01-13.pdf

**Trading Product Specification - Product Data Sheet for Fixfast Drill Bits, Drive Bits and SureFast Installation Tools:**

-   
Fixfast-SDS  
Masonry drill bits D:
-   
Fixfast-bit holders  
and drive bits datas
-   
Fixfast SureFast  
Installation Tools D:

**Released Production Sites – [insert]**

Other Production sites should be agreed and approved by the Parties in writing.

Products from other production sites can be released by Sika’s PCP process, with notification to Supplier.









## Annex 8: Complaint handling procedure

Product complaints formally notified to Supplier require an initial response to communicate findings within 3 working days. It is essential that communication is maintained to ensure an efficient conclusion minimizing damages in respect of costs and reputation to both Parties.

[Supplier to provide UK version of complaints handling policy].

We have a form online for requesting help or raising a complaint at <https://www.fixfast.com/contact-us> All these messages are initially handled by our Customer Services Team.

### Send us a message

Our friendly team will respond usually within 2 hours (Mon-Fri), or 24 hours if you have an invoice query.

Please enter your details and we'll be in touch with you shortly

**Your Name \***

Please enter your full name

**Your company name**

Please ignore if you do not represent a company

**Phone Number \***

We'll use this number if you need us to call you.

**Email address \***

We'll use this if we need to email you about your query.

**Subject \***

Overview of why you are contacting us

**Message \***

Please enter the full details of your query in this box

SEND MESSAGE

A message can be sent to [sales@fixfast.com](mailto:sales@fixfast.com) which will be handled by our Customer Services Team. Depending on the nature of the enquiry, certain details will be needed for us handle it. Our Customer Services Manager is preparing a list of typical queries/complaints and the relevant details/information we will require. This will be sent to you in the next few days.

We have a returns policy and associated returns form as below.



Fixfast Commercial  
Returns Policy.pdf



120 Returns  
Form.pdf

## Annex 9: Performance of site surveys/pull-out testing

A request for pull out tests, site visits and windload calculations can be submitted online at <https://www.fixfast.com/technical-services-request>

Fixfast's technical team provide a range of calculations and technical services to contractors and architects looking to purchase or specify our products. You can find out more about these services [here](#), or register a request below.

### Request a technical service

There are just four steps to requesting a Technical Service

1 - Ensure you are logged into to your Fixfast online account, or register for a new account in less than a minute. [Click here](#) to login / register.

Logging in ensures:

- The request form will pre-populate standard information - saving you time
- Submit requests on the go from your mobile phone - no more printing and scanning forms
- Fastest response from our technical team - by collect the exact information we need first time

2 - Select the service you require by clicking on the relevant 'request' button below

3 - Complete all the fields on the form

4 - Once complete, click 'submit' at the bottom of the form

Once we have received your request, we'll be in touch. If you have any questions, please call us on 0800 304 7616, or email [tech@fixfast.com](mailto:tech@fixfast.com).



#### Pull out tests and site visits

Book a visit to your project by a Fixfast engineer for fastener pull testing, proof testing, or application-specific testing. Every visit will be followed up with a comprehensive written report to ensure you have all the information you need.

REQUEST SITE VISIT

Request a site visit



#### Windload calculations

Windload calculations for flat roofing projects using our SureFast flat roofing fastener systems, in accordance with Eurocode 1991-1-4.

REQUEST CALCULATION

Request windload calculation

## Annex 10: Contacts List including escalation procedure

### Sika Main Contacts:

Head of purchasing	Phil Heyes	<a href="mailto:heyес.phil@uk.sika.com">heyес.phil@uk.sika.com</a>	<a href="tel:00441772255048">0044 1772 255048</a>
Head of operations	Keith Gilbert	<a href="mailto:gilbert.keith@uk.sika.com">gilbert.keith@uk.sika.com</a>	<a href="tel:00441707363883">0044 1707 363883</a>
BU manager - Roofing and specialist distribution	Rod Benson	<a href="mailto:benson.rod@uk.sika.com">benson.rod@uk.sika.com</a>	<a href="tel:07802695004">0780 2695 004</a>
Product manager SPM	Dean Grady	<a href="mailto:grady.dean@uk.sika.com">grady.dean@uk.sika.com</a>	<a href="tel:07508407717">07508 4077 17</a>
Product manager LAM	Gavin White	<a href="mailto:white.gavin@uk.sika.com">white.gavin@uk.sika.com</a>	<a href="tel:00441772255685">0044 1772 255685</a>

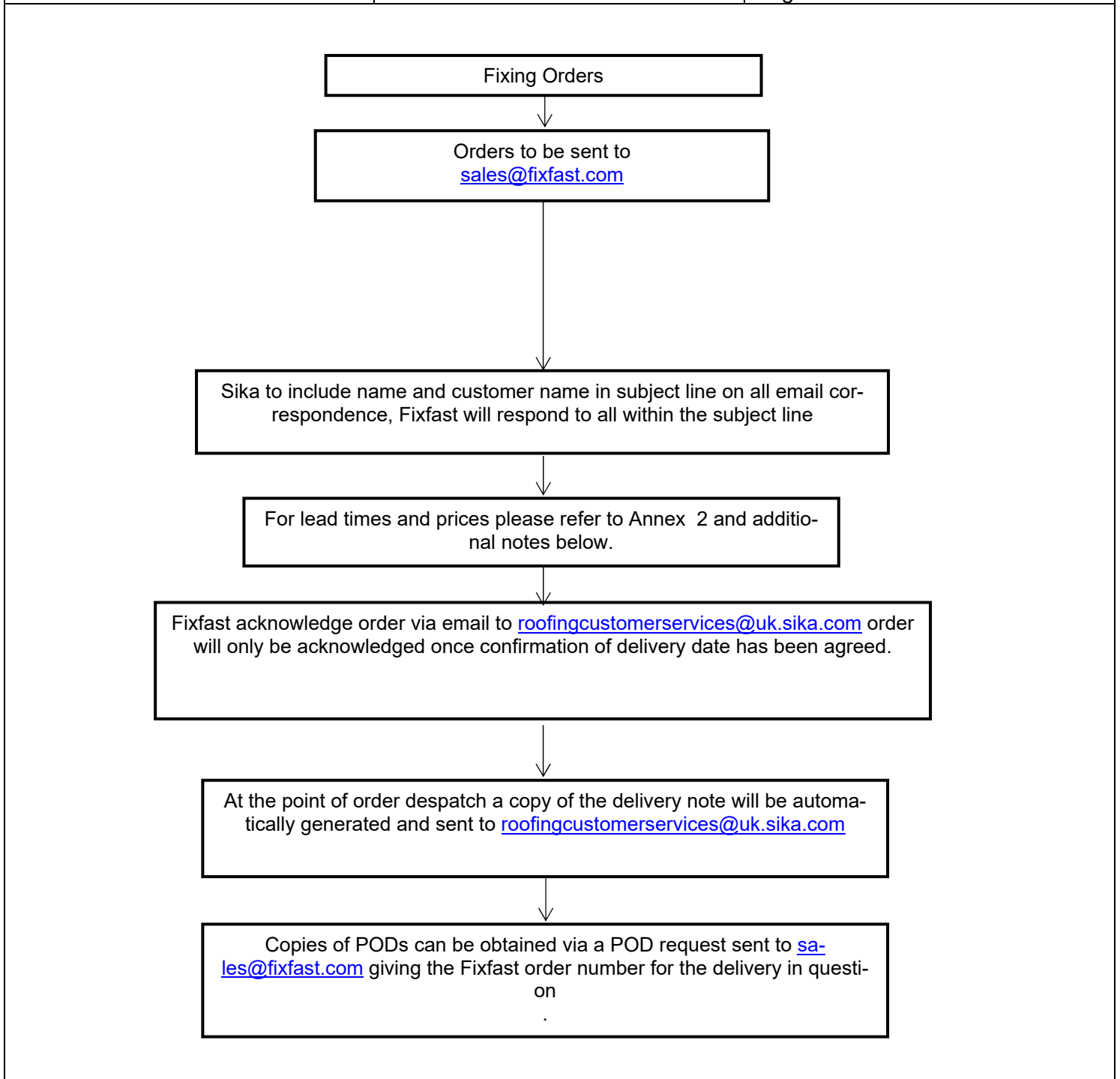
### Supplier Main Contacts:

Customer Services Manager	Steve Coppins	<a href="mailto:stephen.coppins@fixfast.com">stephen.coppins@fixfast.com</a>	<a href="tel:08003047616">0800 304 7616</a>
Commercial Development Executive	Warwick Badams	<a href="mailto:warwick.badams@fixfast.com">warwick.badams@fixfast.com</a>	<a href="tel:08003047616">0800 304 7616</a>
Head of Commercial	Jon Carron	<a href="mailto:jon.carron@fixfast.com">jon.carron@fixfast.com</a>	<a href="tel:08003047616">0800 304 7616</a>
Technical Consultant – Flat Roofing	Jonathan Brown	<a href="mailto:jonathan.brown@fixfast.com">jonathan.brown@fixfast.com</a>	<a href="tel:07582126208">07582 126208</a>

## Annex 11 – Order Process

The parties shall comply with the order processing set out in this Annex 11.

<b>Sika Limited</b>	<b>Process Name:</b> Fixfast-Sika Order Process Flow	Procedure ref: SikaSPF	
	<b>Author:</b> Dean Grady	<b>Issue Date:</b> 02/10/2019	<b>Issue No:</b> 04
		Page 1 of 5	





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