

MAKERS CONSTRUCTION GUARANTEE – DUNDRUM SHOPPING CENTRE, DUBLIN. IRELAND

MAKERS CONSTRUCTION LIMITED ("the Company") gives the following guarantee to [CROSSRIDGE INVESTMENTS LTD ("the Client") for work carried out at Dundrum Town Centre Sandyford Rd, Dundrum, Dublin 16

(a) **DEFINITIONS**

(i) "Remedial Works" means the Works carried out by the Company pursuant to the Contract ("the Contract") referred to and specified in the schedule hereto.

(ii) "Failure of the Remedial Works" means failure of the applied movement joints.

(b) **GUARANTEE** - Should any Failure of the Remedial Works occur in the areas referred to in the Schedule within a period of TEN YEARS from the date of Practical Completion of the Contract (12th June 2013), the Company undertakes to make good at no cost to the Client but subject to the following exclusions.

(c) **EXCLUSIONS** - Failure of the Remedial Works occurring as a result of one or more of the following causes is excluded from the Terms of the Guarantee.

1. Ingress of moisture from sources other than direct.
2. Excessive or unforeseen structural movement of the members concerned.
3. Where the original concrete is found by analysis to contain a proportion of calcium chloride greater than the percentage declared by the Building research Establishment to be harmful to reinforced concrete at the time any Failure is notified by the Company.
4. Damage to the applied movement joints through acts of vandalism or further building works or undue wear and tear for any other reason.
5. Where carbonation had already reached the steel reinforcing bars before repairs were carried out and was not detected at the time of repair.

6. Any internal chemical reaction which occurs within the concrete structures and which is unknown at the time of tender which clearly causes harm to the joint and
7. Any works carried out on the structure, where Makers have applied the movement joints, during the period of the Guarantee which may affect the specification of the systems.

(d) **SPECIAL PROVISIONS**

1. This Guarantee shall only extend to the Works referred to in the Schedule and for which the Company has been fully paid and shall be subject to any limitations expressed in the Contract.
2. This Guarantee although personal to the Client is capable of being assigned up to a maximum of 2 (two) occasions during the period of the Guarantee provided that notification is received of change of ownership.
3. To maintain the guarantee the car park should be professionally cleaned, then inspected by ourselves, at a minimum frequency of once per annum. We then will issue a report and performance update. The inspection report and update shall be at no cost to the Client.
4. Any remedial measures which may be required will be executed under the contract.

THE SCHEDULE

CONTRACT REF : 9361

**CONTRACT NAME : DUNDRUM TOWN CENTRE,
DUBLIN, IRELAND BEWTEEN MAKERS
CONSTRUCTION LIMITED AND CROSSRIDGE
INVESTMENTS LTD**

ADDRESS : Usher House, Main Street, Dundrum, Dublin 14, Ireland

DETAILS OF AREAS OF WORKS COVERED BY THIS GUARANTEE

**Installation of the Emseal Horizontal Colorseal and DSM as shown on Makers As Built
DSM drawings for levels 1, 1M, 2 & 2M.**

DATE OF PRACTICAL COMPLETION : 12TH JUNE 2013

SIGNED ON BEHALF OF MAKERS CONSTRUCTION LIMITED

BY :.....DIRECTOR DATE :.....

SIGNED ON BEHALF OF CLIENT

BY :..... DATE :.....

(Name and Position) :.....