

LWK & PARTNERS (HK) LTD  
MAIN CONTRACT  
PARTICULAR SPECIFICATION – WATERPROOFING SYSTEMS

PROPOSED RESIDENTIAL DEVELOPMENT AT NEW KOWLOON INLAND LOT NO.6516, KAI TAK, KOWLOON

APPENDIX A

SPECIMEN FORM OF GUARANTEE

(WATERPROOFING WORKS)

Joint guarantee by  
the w/p specialist contractor  
and the main contractor

We, \_\_\_\_\_ (hereafter called "The Specialist Contractor")  
and \_\_\_\_\_ (hereafter called "The Main Contractor"),

jointly and severally guarantee to the Employer whose name is stated in the Schedule hereto, subject to and in accordance with the following terms and conditions, to maintain the waterproofing of the installation of \_\_\_\_\_ at the Site and under the Contract short particulars of which are set out in the Schedule hereto for a period of **Fifteen (15) years after the date of Defect Liability Period of Main contract work** as certified by Architect of the said installation as stated in the said Schedule :

- 1) This Guarantee includes the repair of leaks and other defects caused by **ordinary and reasonable wear from use consistent with the specification** of the said waterproofing, or **faulty workmanship or materials used** in the installation of the membrane provided that the structure or building works to be protected by the said installation are themselves designed and constructed with adequate drainage facilities including drainage falls and guttering where appropriate, and we shall **assume liability for any direct loss or damage suffered by the Employer.**
- 2) This Guarantee does not include leaks caused by abuse, the placing onto the waterproofing of any structure or thing other than as designed and notified to us before the date hereof, accidents, acts of God, building alterations, structural defects, whether preexisting or future, that directly affecting the waterproofing installation.
- 3) It shall be the Employer's responsibility to notify us of leaks or excess wear as soon as practicable, and to remove at the Employer's cost any obstructions from the affected area which may hinder repair works.
- 4) This Guarantee is to be read subject to the terms and conditions of the said Contract. This Guarantee will become null and void should the Employer or any person not specifically authorized by us in writing interfere with, alter or perform any repairs to the said installation at any time during the term of this Guarantee.

exclusion  
of liability.

The Common Seal of

x x x x x

The Specialist  
Contractor.

The Common Seal of

x x x x x

The Main  
Contractor.