

SPECIMEN & LIST OF DEED OF WARRANTY AND INDEMNITY

DEED OF WARRANTY
(SPECIMEN)

To: Singapore Sports School Ltd
1 Champions Way
Singapore 737913

THIS DEED is made the _____ day of _____

Two Thousand and _____ (20____) by _____

[Specialist]

of _____

[Address]

WHEREAS this Deed is supplemental to a Contract (hereinafter called "the Principal

Contract") dated the _____ day of _____ 20____ and

made between _____

[Contractor]

of _____

[Address]

(hereinafter called "the Contractor") of the one part and the Singapore Sports School Ltd (hereinafter called "the Employer") of the other part whereby the Contractor agreed and undertook to _____

[State Nature of Works and Contract No.]

(hereinafter called "the Works") for the sum of Dollars: _____

_____ (\$_____).

AND WHEREAS it is provided, inter alia, by the Principal Contract that the Contractor shall execute the whole of the works to the satisfaction of Superintending Officer that the Contractor warrants that the works shall be executed using good materials and with all due care and professional skill, and further warrants any defect, weakness, deterioration, defective material or workmanship.

that is, against any defects whatsoever and howsoever arising for a period of *two (2)* years from the date of substantial completion of the Works, that the Contractor shall make good all such defects appearing within the said period of *two (2)* years from the date of substantial completion of the Works at his own expense and to the satisfaction of the S.O., and that if the Contractor shall refuse, neglect or fail to do so for any reason whatsoever, within such time as may be specified at the complete discretion of the S.O. in a notice in writing from the S.O. to make good any such defect, the Employer shall be entitled to engage others to make good the same and charge the costs thereof to the Contractor.

AND WHEREAS it is further provided under the Principal Contract that the Contractor shall furnish to the Employer a written guarantee in respect of the _____ Works used or applied in the Contract, valid for a period of *two (2)* years from the date of substantial completion of the Works, by a third party acceptable to the Employer, in the form and on the terms set out herein, for the due and faithful observance and performance of the aforesaid covenants and obligations on the Contractor's part to be observed and performed throughout the said period of *two (2)*.

AND WHEREAS the Contractor having been required to provide such a guarantee for the due and faithful observance and performance of the aforesaid covenants or obligations on his part to be observed and performed, we at the request of the Contractor have consented to guarantee and the Employer has accepted our guarantee in respect of the due observance and performance of the aforesaid covenants or obligations by the Contractor in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1 We hereby guarantee you that if the Contractor shall commit any breach of the aforesaid covenants or obligations on his part contained in the Principal Contract then we shall unconditionally and fully indemnify you against any or all losses, damages, costs, expenses or otherwise, direct or indirect, sustained by you as a result of or in consequence of the breach.

2 This Guarantee is subject to the following conditions:

- (a) We shall be notified in writing of any non-performance or non-observance on the part of the Contractor of any of the aforesaid covenants or obligations contained in the Principal Contract and on his part to be performed and observed within thirty (30) days after such non-performance or non-observance shall have come to the knowledge of yourself or your representative having supervision of the Principal Contract and a registered letter posted to our aforesaid address shall be the notice required within the meaning of this Deed and you shall permit us to perform the aforesaid covenants or obligations contained in the Principal Contract which the Contractor shall have failed to perform or observe.

S/No	DESCRIPTION OF WORKS	WARRANTY PERIOD
1	External painting system to wall surfaces and metal surfaces	5 years
2	Waterproofing system	10 years
3	Approved sealant system	5 years