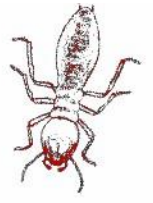


targets termites - safeguards you

termguard

reticulation system



CODEMARK™
Australia
CM20006

WARRANTY PACKAGE

The future of
TERMITE PROTECTION
today

termguard australia



For BUILDERS/HOME OWNERS who have installed a Termguard Reticulation System

This package includes:

Your Certificates of Installation, Application and Completion

Advice on Signage regarding your Termguard System

The requirements for on-going inspection and maintenance

WARRANTY

1. ***What this warranty covers:***

1.1 The Termguard Reticulated System will give you 12 months cover for certain events and is extended each year for a maximum period of 50 years from the date of installation, provided the terms of this warranty are complied with by the owner as outlined below:

- (a) It is the Owners obligation to conduct an annual termite inspection at the Owner's expense and to keep a copy of the inspection report for production to Termguard upon request.
- (b) If the warranty lapses, the Owner may request that Termguard reinstate the warranty but they must follow the specific procedure set out in this warranty for this to occur.
- (c) effectively apply and replenish termite control agents in accordance with manufacturers' labels;
- (d) not damage the slab or be damaged by the slab;
- (e) not decompose or disintegrate under the slab.

1.2 In the event that the Termguard Reticulated Termite System does not perform to the Termguard Warranty and subject to the Conditions and Exclusions below, Termguard agrees that it shall:

- (a) at its option repair or replace any timber which is damaged as a result of damage by termites entering the Premises by subterranean infestation within the period of fifty (50) years from the date of the System being installed. Any repairs by Termguard to the Building will be performed to match, as close is reasonably possible, the existing fit, finish and appearance in the damaged area of the building;
- (b) at its option repair, restore or replace any painted or varnished or stained surfaces damaged as a result of attack by termites entering the Premises by subterranean infestation within the period of fifty (50) years from the date of the System being installed.

If any part of an item of décor (such as paint, tiles, flooring, wallpaper, paneling, mouldings, trims, sidings, roofing and bricks) of the Building sustains Termite damage or is damaged during the repair of Termite Damage, Termguard will make all reasonable endeavours to repair or replace these components or items of décor. However, Termguard will not be responsible for repairing or replacing undamaged parts or components in order that they are exactly matched to the items that were repaired or replaced;

- (c) During the repair process, Termguard may decide that, instead of removing or replacing the damaged components of the Building, it will instead reinforce and/or reconstruct that component or part of the Building containing the component in such a way that the structural purpose of the components are preserved, supplemented or transferred to another component provided that the area of the Building that contains such components shall have an appearance after repair, when viewed from the exterior or interior living spaces, which are similar to its appearance before it was damaged;

(d)* pay any legal costs or expenses incurred or to be incurred by the Builder in legal proceedings to the extent that they have been reasonably incurred, but limited to such costs or expenses as are paid to Termguard under any relevant policy of insurance maintained by Termguard. Any payment will be made at the conclusion of the legal proceedings. (*only applies to Builder Warranty claims)

1.3 The method of repair, replacement or restoration determined by clauses 1.2(a) and 1.2(b) and 1.2(c) will be determined after consultation with the Builder (and the Home Owner) but Termguard shall be solely entitled to determine the method, whether and to what extent the repair, replacement or restoration shall be carried out by the Builder or any other builder.

1.4 The benefits conferred upon the Home Owner by this Warranty are in addition to all other rights and remedies had by the Home Owner in law against Termguard except to the extent to which Termguard is entitled to modify or exclude such rights and remedies and does so below.

EXCLUSIONS

2. *What Termguard is not liable for under this warranty?*

- 2.1 The benefits of the Termguard Warranty do not apply to; any claim in respect of any timber forming part of the premises where:
- (a) the floor area of such Premises has been extended or increased;
 - (b) the premises have been renovated, altered, restored or repaired in the areas of infestation or access by termites;
 - (c) the areas have not been treated by the installation of a Termguard Reticulation System by a Termguard Licensee to protect against subterranean termite infestation.
 - (d) Where the system has not been installed to the specified installers guidelines.
- 2.2 Any claim arising out of a physical or chemical disruption to the System where such disruption is directly or indirectly the result of:
- (a) the negligent or deliberate act or omission of the Builder, the Home Owner or any of their employees, agents or contractors;
 - (b) any act of God, natural disaster, riot, civil commotion, war, undeclared hostilities, arson, vandalism or any other cause whatsoever beyond the reasonable control of Termguard;
 - (c) any liability of the Builder for damage to timber caused either directly or indirectly by the failure of any chemical used or applied to the System to perform consistent with the chemical manufacturers' published specifications;
 - (d) any liability of the Builder for damage or loss which is caused or contributed to by any damage to timber, whether by termites or otherwise, including but not limited to loss of profits or other form of economic loss whatsoever.
- 2.3
- (a) any claim in respect of any damage by subterranean termite attack, where the regular inspections as per AS 3660 have not taken place;
 - (b) any claim arising from termite infestation through the concrete slab, or where the slab has not been constructed in accordance with AS 2870-1996, where the System installed is any System but the Termguard Ultimate System;
 - (c) any claim arising from termite infestation through the penetrations, concrete slab, or where any termite infestation has occurred at any point except through the outside perimeter path where the Termguard Perimeter System only is installed;
 - (d) any claim where the Home Owner has increased the risk to the area of infestation or access by termites:
 - (i) building garden beds or landscaping or otherwise covering weep holes in the brickwork or structure of the Premises;
 - (ii) storing or allowing the accumulation of timber, refuse, firewood or other materials close to the Premises;

(iii) committing any other act or omission.

2.4 (a) any claim lodged more than 30 days after the Builder/Home Owner becomes aware (or reasonably should have been aware) of any attack by termites;

(b) any claim or the expenses of the Builder and/or Home Owner in making a claim under this Warranty.

2.5 Any claim for loss, damage costs or expense whatsoever suffered by the Home Owner which is caused or contributed to by any negligence or willful default by Termguard, its employees, agents or independent contractors, or by the negligence or willful default of any Termguard Licensee, its employees, agents or independent contractors other than what is explicitly provided for in this Warranty and provided by law. This clause is not intended to limit a consumer's rights under the Australian Consumer Law.

2.6 Any claim where the Premises are used for commercial purposes (except for residential tenancies).

2.7 The benefit of the Termguard Warranty does not apply to any premises or dwelling where the system is not full and complete ie. Partial or incomplete installations.

3. ADDITIONAL INFORMATION FOR THE BUILDER AND HOME OWNER

3.1 This Warranty is valid:

(a) only whilst regular inspections and maintenance, by Termguard approved inspectors and/or installers, are carried out as recommended in Australian Standard AS 3660 being:

(i) regular inspections at least 12 monthly, or 3-6 monthly in high termite areas; and

(ii) comply with the replenishment requirements of the manufacturer of any chemical installed as termiticide product as per the instructions of such manufacturer, and/or the requirements of the Australian Standards in respect of such chemical.

(b)* if the Home Owner notifies Termguard in writing within 30 days of taking possession of the Premises (directly or by any tenant, licensee or other person) that it wishes to have the benefit of this Warranty.

** only Applies to Home Owners*

3.2 Any contract for the supply, installation, inspection and/or maintenance of the System exists only between the Builder and the Termguard Installer or Licensee and not between the Builder and Termguard, unless Termguard itself undertook such installation and is noted herein as the Installation Company.

3.3 No Licensee is a partner, employee or agent of Termguard or is authorised to hold itself out as such, except for the purpose of the Licensee providing this document to the Builder.

WHAT YOU NEED TO KNOW ABOUT THE WARRANTY *Home Owners*

- 1.1 As the Home Owner you must ensure you provide **Termguard with written notification within 30 days of taking possession of the premises** (directly or by any tenant, licensee or other person) that you wish to have the benefit of this Warranty. A Warranty activation form is included for you to send to Termguard.
- 1.2 If you do not provide Termguard with notification of the Warranty you will not be entitled to the benefit of the Warranty coverage, although you will still be entitled to the rights and remedies that a home owner has under any Statute, such as the Competition and Consumers Act, and in law.
- 1.3 It is also important that you note the qualification contained in section 3 of the Warranty and the qualification in clause 1.2(c) which limits that entitlement to Builders.

Warranty Claim Disputes;

- 1.1 In the event of any dispute arising out of or in relation to the terms of the warranty or a claim made by an Owner, before any party commences any legal action Termguard and the owner must, for a period of at least 30 days, negotiate in good faith to determine if the claim or dispute can be settled on mutually agreed terms. If, at the end of the 30 day period, Termguard and the Owner cannot agree on the terms on which any claim or dispute should be settled, then either party may commence proceedings in any appropriate forum.
- 1.2 If Termguard accepts the Owner's claim under this warranty, it will do so by giving notice in writing to the Owner. Any conversations or discussions with Termguard's staff or representatives should not be interpreted as an acceptance by Termguard of a warranty claim.

Builders

If you are a Builder it is **not** necessary for you to provide written notice of the Warranty activation but you must note section 3 of the Warranty.

General

You must ensure you read the Warranty carefully. It sets out procedures which **must** be followed for claims to be lodged. It also sets out **exclusions** of liability.

Landscaping and Soil Levels

The Termguard Perimeter System protecting the house has been installed within 100mm from the perimeter around the entire house and at a depth of no more than 75mm. The Perimeter System provides a barrier against termite attack through the perimeter of the house.

If the landscaping is yet to be completed it is essential that a temporary chemical termite barrier be installed as soon as practicable to avoid termite attack and to activate the Termguard Warranty. A temporary Chemical System will be installed as part of the final cost of installing the complete System; however, the Home Owner will then be invoiced for the additional chemical application of the System. If a temporary System is not installed the express Warranty offered by Termguard will not apply if the termite infestation occurs through the perimeter of the home.



If you are landscaping you must ensure the Perimeter System is not disturbed in any way by the landscaping work. Common activities such as digging up the soil in contact with the house, replacing old plants, installing a reticulated water irrigation System or covering areas adjacent to the house with wood chips or products, may disturb the Termite Barrier System and cause the Termguard Warranty to become invalid if there is a perimeter termite attack.

We can answer any questions that you have regarding landscaping, establishing soil levels or the location or disturbance of the Termguard Perimeter System.

Should you require any advice, you can contact Termguard on 1800 642 101 and we will assist you in any way possible.

“REMEMBER: Prevention is better than the cure”



TERMITE CONTROL MAINTENANCE IMPERATIVES

1. Please read all information in this Warranty Package thoroughly.
2. Pass on this Warranty Package and all inspection reports of the termite control System installed at the time of selling the house.
3. Comply with this Warranty. Have the Premises inspected at least once per year by a licensed Termguard Operator and comply with the advice of the Licensed Termguard operator.
4. Do not build garden beds over weep holes.
5. If an extension or renovation is built, ensure that the termite barrier is re-installed by a Licensed Termguard Installer.
6. Ensure all barriers are re-instated after the completion of any future work.
7. Ensure all barriers are re-instated after heavy rain or washouts caused by heavy rain.
8. Do not store firewood close to the house.
9. Regularly inspect the landscaping for infestations.
10. Regularly inspect the perimeter for signs of breaching of any barriers.
11. If you have any questions, contact Termguard or your local Termguard Licensee.

SIGNAGE

In accordance with Building Codes of Australia requirements, at least two durable notices must be fixed to the building in prominent locations advising the building occupants that the system should be inspected and maintained. The notices should be clearly written, on a material that will not deteriorate or fade over time, and be located in or near the meter box and in a kitchen cupboard or similar location so that it can be easily seen and ready by future owners of the building.

Please study these notices to see where the Termguard Reticulated Termite System has been installed.