

targets termites - safeguards you

# termguard

reticulation system



## WARRANTY CLAIM FORM

The future of  
TERMITE PROTECTION  
today

termguard australia

termguard

## WARRANTY PROCEDURE

In the unlikely event a Termguard System causes concern, the following warranty procedures are required to be completed. To submit a warranty claim, we recommend the following information is completely read for correct instructions.

Should you require further assistance, please call our toll free Technical Service Hotline on 1800 642 101, and they will be able to offer you assistance on questions regarding the **warranty procedure**.

To initiate the warranty process:

1. DO NOT alter the suspect system in any way
2. Complete the claim form
3. Include repair orders, list of repair parts used, labour charges and any additional information that may support your request claim.

### How to submit a Warranty Claim

If termite activity or damage does occur and the System is suspected to be defective, specific procedures must be followed in order to file a claim against the warranty. Our product liability insurance company will not process a claim until the System has been tested and proven to be defective.

Termguard Pty Limited maintains a complete technical support team capable of performing most tests necessary to determine liability under our warranty. These services are provided free of charge to the customer. Proper documentation will be prepared and provided when testing is completed.

If the alleged defective System is not made available for engineering evaluation, no warranty claim can be accepted. For the convenience of our customers, Termguard does provide a pre-printed Warranty Claim/Complaint Form. This form must be completed in as much detail as possible.

The most important information required is:

1. The specific system installed, the name of the installer, the date of the Installation and application of termite control agent
2. Copies of any subsequent Timber Pest Inspection Reports
3. Certificates of reapplication

All of the information must be provided and legible.

We recommend the Termguard licensee who installed the System assist the customer to make certain that the Warranty Claim/Complaint Form is completed and the paperwork is correct and properly addressed. The completed Warranty Claim/Complaint Form is to be sent to:

**Termguard Pty Ltd, PO Box 1537, Oxenford QLD 4210**  
**Phone: (07) 5573 4597 Fax: (07) 5676 9633**

As soon as we have completed our analysis, a detailed written report will be issued.

## ABOUT OUR WARRANTY

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.

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)
- 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.
  - 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.

The warranty contains numerous terms, conditions and exclusions and a full copy of the warranty can be downloaded from the Termguard website:

<http://www.termguard.com/termguard-warranties.html>

The most important responsibilities for the property owner are:

The 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 AS3660 & in accordance with AS4349.3 being:
  - i. Regular inspections at least 12 monthly, or 3-6 monthly in high risk termite areas; and
  - ii. Comply with the replenishment requirements of the manufacturer if 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.

**Therefore, all warranty claims must include this documentation to support any claim.**



## WARRANTY CLAIM

If you have a Termguard system that is presumed faulty and you wish to file a warranty claim, please follow the below procedures.

Please complete the following details **(ALL fields are mandatory unless stated)**

### Your Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

(If you have no email address, write 'none')

### Customer Type (please tick):

Commercial:

Residential:

### Installer's information:

Installer Company Name: \_\_\_\_\_

Warranty Number: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

1. Information about the defective system:

**Type of System Installed:**

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**Date Installed:**

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DD                  MM                  YYYY

**Date last injected:**

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DD                  MM                  YYYY

**Date last inspected:**

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DD                  MM                  YYYY

2. Please enter a description of the concern and indicate what you think the probable cause might be:

3. Please indicate the termite activity if present (in detail):

4. Once your warranty claim form has been received, a customer service representative will contact you regarding your claim.

In order to assess your warranty claim efficiently, please have the following documentation available, should we require any of the documents to assist in the processing of your claim:

- a. Certificate of Termite Management which detailed the system installation, application and completion.
- b. Certificate number and date issued.
- c. Copy of Warranty Activation Form
- d. Copy of all Timber Pest Inspection Reports which comply with AS4349.3
- e. Copy of all Certificate(s) of Reapplication issued by a Termguard Installer.