

BLOCKAID-AQUA 10 Year Product Warranty

BLOCKAID-AQUA PRODUCT WARRANTY FOR RESIDENTIAL BUILDING

Certificate No.

Owner Name/s: Owner Phone:

Owner Address:

Building Address:

Installer:

Area/s Treated:

We Termguard Pty Ltd warrants to you, the Owner of the building described above that subject to the terms, conditions and limitation stated herein, we will supply replacement Blockaid-Aqua Sealant for any defective Blockaid-Aqua Sealant installed according to our **BLOCKAID-AQUA** Technical instruction by a current Granitgard Authorized Blockaid-Aqua installer for a period of 10 (ten) years.

Terms, Conditions, Limitations

1. You shall notify us on the first business day immediately following the discovery of each leak in the waterproofing sealant and confirm in writing within 1 (one) week.
2. To make a claim under this warranty please contact The General Manager, PO Box 1537, Oxenford QLD 4210, support@termguard.com.au and 1800 642 101.
3. If on inspection, we determine that the failure is caused by defect in the Blockaid-Aqua Sealant except as provided in the following paragraph three (3), your remedies and our liability is limited to providing replacement material for the defective Blockaid-Aqua Sealant.
4. This warranty does not apply and may be null and void if any of the following occur:
 - The **BLOCKAID-AQUA** Sealant is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, tornado, or flood, or:
 - The **BLOCKAID-AQUA** Sealant is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
 - A deficient pre-existing condition or equipment is causing water ingress, or:
 - Metal work or other accessories or equipment is used in the waterproofing and causes ingress, or:
 - There are any alterations or repairs made on or through the completed **BLOCKAID-AQUA** Sealant, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed structure without first obtaining written authorization from us, or:
 - Failure by you or any lessee to use reasonable care in maintaining the **BLOCKAID-AQUA** System as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or:
 - Loss of integrity of the building envelope and, or structure including

but not limited to partial or complete loss of decking, wall siding, windows, doors or to other envelope components or from damage by windblown objects, or:

- Condensation accumulates in the waterproof assembly due to incorrect design or due to a reduction in the vapour barrier effectiveness, or:
 - A significant change in the use of the building by you or any lessee expected by us to affect the **BLOCKAID-AQUA** Sealant as originally installed, or:
 - The **BLOCKAID-AQUA** Sealant is damaged by contaminates and/or spills, or:
 - Deficient design or defective workmanship was applied to the **BLOCKAID-AQUA** Sealant such as sealant contact with incompatible materials and/or failure of sealant seams, or:
 - You fail to comply with every term and condition stated within.
5. During the period of this warranty, we, our agents and employees, shall have free access to the building during regular business hours.
 6. Should the **BLOCKAID-AQUA** Sealant be concealed, the cost of exposure of the **BLOCKAID-AQUA** Sealant for purposes of our investigation and/or repair, such as removal and replacement of any concrete, paving, backfill or overburden, is your responsibility.
 7. We have no obligation under this warranty until all invoices for materials, installation and services have been paid for in full.
 8. Our failure at any time to enforce any of the terms or conditions stated herein are not to be construed to be a waiver of such provision.
 9. This warranty is extended solely and exclusively to you, the Owner of the Structure at the time the **BLOCKAID-AQUA** Sealant System is installed, it does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by us and the costs to process the transfer and to inspect and repair the **BLOCKAID-AQUA** System, if necessary, are paid for by the original Owner.

Terms, Conditions, Limitations Continued

10. You and us hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the you and **BLOCKAID-AQUA** System, are to be first submitted to nonbinding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the Statutory Authority. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the relevant state authority. Any such mediation and/or arbitration is to take place in the relevant state. This Warranty, and any claims, disputes or suits between the parties hereto is governed by, and construed and enforced in accordance with, the laws of the relevant state.

11. Subject to law, this warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Subject to law, there are no warranties that extend beyond the description of the face hereof. Subject to law the remedies stated herein are exclusive remedies and Termguard Pty Ltd shall not be responsible or liable for any indirect, consequential or incidental damages including the presence of moulds, fungi, bacteria, spores, mycotoxins or the like or further loss of any kind whatsoever, including but not limited to, damage to the structure on which the components of the BLOCKAID-AQUA system are situated, damage to the contents thereof, loss of use of the structure or any component part thereof, or damage to any other property or persons.
12. The benefits provided to you by this warranty are in addition to other rights and remedies available to you under the law.

13. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

NO REPRESENTATIVE OF TERMGUARD PTY LTD HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

This Warranty is Effective from through to

Authorized Persons Name	Date
Authorized Signature	
Owner Name 1	Date
Owner Signature	
Owner Name 2	Date
Owner Signature	

Blockaid-Aqua, A division of Termguard Pty Ltd
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