



WARRANTY PACKAGE



**For BUILDERS who have installed or
PROPERTY OWNERS who have had installed a Granitgard
and/or Blockaid-Termi Physical Management System**

• *This package includes:*

- Your Certificates of Installation, Application and Completion
- Advice on Signage regarding your Granitgard Management System
- The requirements for on-going inspection and maintenance

WARRANTY

1. What this warranty covers:

1.1 The Granitgard Management System will give you, the Owner, 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 you as outlined below:

- (a) It is your obligation to conduct an annual termite inspection at your expense and to keep a copy of the inspection report for production to us, Termguard Pty Ltd, upon request.
- (b) If the warranty lapses, you may request that we reinstate the warranty, but you must follow the specific procedure set out in this warranty for this to occur.
- (c) It is your obligation to effectively deter concealed termite entry to your building as per AS 3660.1-2000/2014.
- (d) It is your obligation to not damage the slab; and
- (e) It is your obligation to not decompose or breakdown once installed, as per Granitgard Technical Manual.

1.2 In the event that the Granitgard Management System does not perform to the Granitgard Warranty and subject to the Conditions and Exclusions below, we agree that we will:

- (a) At our 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 us to the Building will be performed to match, as close as 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, moldings, trims, sidings, roofing and bricks) of the Building sustains Termite damage or is damaged during the repair of Termite Damage, we will make all reasonable endeavors to repair or replace these components or items of décor. However, we 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, we may decide that, instead of removing or replacing the damaged components of the Building, we 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 us. 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) will be determined after consultation with the Builder (and the you) but we are 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 you by this Warranty are in addition to all other rights and remedies had by you in law against us except to the extent to which we are entitled to modify or exclude such rights and remedies.

2. Statutory Warranty

2.1 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.

EXCLUSIONS

3. What we are not liable for under this warranty?

- 3.1 The benefits of the Granitgard 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 Granitgard Management System, by a Granitgard Licensee to protect against subterranean termite infestation.
 - (d) Where the system has not been installed to the specified installers guidelines.
- 3.2 Any claim arising out of a physical or chemical disruption to the Management System where such disruption is directly or indirectly the result of:
- (a) The negligent or deliberate act or omission of the Builder, you or any of the Builder's or your 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 our reasonable control;
 - (c) 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.
- 3.3
- (a) any claim in respect of any damage by subterranean termite attack, where the regular inspections as per AS 3660 have not taken place by a current Granitgard Licensee;
 - (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.
 - (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 Full Granitgard System is installed;
 - (d) Any claim where you have increased the risk to the area of infestation or access by termites:

- (i) By building garden beds or landscaping or otherwise covering weep holes in the brickwork or structure of the premises;
 - (ii) By storing or allowing the accumulation of timber, refuse, firewood or other material close to the premises;
 - (iii) Where Property Owner does not maintain a 75 mm visual inspection zone between finished ground height and strip shielding, unless otherwise documented on certificate of treatment in limitations.
 - (iv) Committing any other act or omission.
- 3.4 (a) Any claim lodged more than 30 days after the Builder and/or you become aware (or reasonably should have been aware) of any attack by termites;
- (b) Any claim or the expenses of the Builder and/or you in making a claim under this Warranty.
- 3.5 Any claim for loss, damage costs or expense whatsoever suffered by the you which is caused or contributed to by any negligence or willful default by us, its employees, agents or independent contractors, or by the negligence or willful default of any Granitgard 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.
- 3.6 Any claim where the Premises are used for commercial purposes (except for residential tenancies).

4. ADDITIONAL INFORMATION FOR THE BUILDER AND PROPERTY OWNER

- 4.1 This Warranty is valid:
- (a) Only whilst regular inspections and maintenance, by our current approved Granitgard 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
 - (b)* If the you notify us 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 Property Owners****

- 4.2 Any contract for the supply, installation, inspection and/or maintenance of the Management System exists only between the Builder and the Granitgard Installer or Granitgard Licensee and not between the Builder and us, unless we undertook such installation and is noted herein as the Installation Company.
- 4.3 No Granitgard Licensee is our partner, employee or agent or is authorized to hold itself out as such, except for the purpose of the Granitgard Licensee providing this document to the Builder or you.

WHAT YOU NEED TO KNOW ABOUT THE WARRANTY - Property Owners

- 5.1 As the Property Owner you must ensure you provide **us 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 us.
- 5.2 If you do not provide us 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 you have under any Statute, such as the Trade Practices Act, and in law.
- 5.3 It is also important that you note the qualification contained in section 4 of the Warranty and the qualification in clause 3.2(c), which limits that entitlement to Builders.
- 5.4 To make a claim under the Warranty please contact The General Manager, PO Box 1537, Oxenford QLD 4210, support@termguard.com.au and 1800 642 101

Warranty Claim Disputes;

- 6.1 In the event of any dispute arising out of or in relation to the terms of the warranty or a claim made by you, before any party commences any legal action we and you 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, we and you cannot agree on the terms on which any claim or dispute should be settled, then either party may commence proceedings in any appropriate forum.
- 6.2 If we accept your claim under this warranty, it will do so by giving notice in writing to you. Any conversations or discussions with our staff or representatives should not be interpreted as an acceptance by us 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 Granitgard Management System protecting the house must always maintain a 75 mm visual from finished ground level, as per AS 3660.1.

If the landscaping is yet to be completed it is essential that a temporary management system be installed as soon as practicable to avoid termite attack and to activate the Granitgard Warranty. A temporary System will be installed as part of the final cost of installing the complete System; however, you will then be invoiced for the final system. If a temporary System is not installed the express Warranty offered by us will not apply if the termite infestation occurs through the perimeter of the Property.

If you are landscaping, you must ensure the visual inspection zone must not be obscured.

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 obscure the Management System and cause the Granitgard 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 Granitgard Management System. Should you require any advice, you can contact us on 1800 032 549 or at www.granitgard.com.au 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 Management 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 current Licensed Granitgard Operator and comply with the advice of the current Licensed Granitgard operator.
4. Do not build garden beds over weep holes.
5. If an extension or renovation is built, ensure that the Termite Management System is re-installed by a current Licensed Granitgard Installer.
6. Ensure all Termite Management Systems are re-instated after the completion of any future work.
7. Do not store firewood close to the house.
8. Regularly inspect the landscaping for infestations.
9. Regularly inspect the perimeter for signs of breaching of the Termite Management System.
10. If you have any questions, contact us or your local current Granitgard Licensee as listed on our website www.granitgard.com.au.

SIGNAGE

In accordance with National Construction Code 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 Granitgard Management System is installed.

FIRST STEPS FOR WARRANTY ASSESSMENT

1. Installer to begin effective termite treatment to the property.
2. Supply a written report on the particular problem job.
3. Supply a full date chronology for the property.
4. Supply all inspection reports for the property.
5. Supply a summary of information regarding people involved or who have been in contact with the property regarding this warranty assessment.
6. Any other relevant information pertaining to the job.

NEXT STEPS

1. We will review the documentation and send out a technical advisor to review onsite installation and provide a report back to us on the findings.
2. Determination of action and liability will be reviewed after all of the above has been attended to and a full review has taken place. (Approximately one week start of process).

NOTE

Termguard Pty Ltd reserves the express right to charge for services and materials where the cause of the Termite entry is found to be directly related to other parties or other parties' actions upon the Granitgard Management System.