



TERMSPEC

TERMITE MANAGEMENT SYSTEM

PRODUCT WARRANTY

1. SCOPE OF WARRANTY

This warranty is given by Termispec Pty Ltd ACN 169 524 707 (Termispec) in respect of the Termispec Termite Management System.

This warranty is not intended to limit any rights which the Owner may have under the Australian Consumer Law or any other applicable laws.

The Termispec Termite Management System has been tested by CSIRO (see technical assessment 323) and has a durability and design life of at least 50 years. This represents the life expectancy of an average residential building.

This warranty gives a twelve month cover for certain events and is extended each year for a maximum period of fifty years, provided the terms of this warranty are complied with by the Owner. It is the Owner's obligation to conduct an annual termite inspection at the Owner's expense and to keep a copy of the inspection report for production to Termispec upon request. If the warranty lapses, the Owner may request that Termispec reinstate the warranty but they must follow the specific procedure set out in this warranty for this to occur.

The warranty has a maximum limit of \$250,000 for all claims made.

2. DEFINITIONS:

In this warranty:

- (a) **Accredited Installer** means any person appointed by Termispec as an accredited installer of the Termispec Termite Management System;
- (b) **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the Australian Competition and Consumer Act 2010 (Commonwealth) as amended;
- (c) **Building** means the structure in or around which the Termispec Termite Management System is originally installed (as specified in the Installation Certificate);
- (d) **Installation Certificate** means a certificate issued by an Accredited Installer certifying that the Termispec Termite Management System has been installed in or around the Building in accordance with Termispec's recommended installation procedures;
- (e) **Installation Date** means the date of installation of the Termispec Termite Management System, as specified in the Installation Certificate;
- (f) **Owner** means the owner of the Building;
- (g) **Qualified Inspector** means a person holding the appropriate qualifications to conduct an inspection and report on the presence of Termites in structures;
- (h) **Termispec Accredited Inspector** means a Qualified Inspector accredited or authorised by Termispec to conduct an inspection of the Termispec Termite Management System for the purposes of clause 5.5.
- (i) **Termispec Termite Management System** means the Termispec termite barrier purchased from Termispec;
- (j) **Termite** means subterranean termites. It does NOT include any drywood termites (kalotermitidae) and dampwood termites (termopsidae);
- (k) **Termite Damage** means damage to the structural timbers and/or decorative timbers in or on the Building caused by Termites as a result of the failure of the Termispec Termite Management System; and
- (l) **Warranty Period** means the period of one year from the Installation Date or each anniversary of the Installation Date in the case where this warranty is renewed but will not exceed fifty (50) years.

3. WARRANTY:

- 3.1 Termispec warrants to the Owner that (subject only to the terms set out in this warranty) the Termispec Termite Management System will prevent the entry of Termites into the Building through the Termispec Termite Management System for the duration of the Warranty Period.

4. WHEN THE WARRANTY DOES NOT APPLY

- 4.1 The warranty in clause 3.1 will not apply where, in Termispec's reasonable opinion, Termites are able to obtain entry to the Building as a result of:
 - (a) damage, modifications, variations or other interference with the Termispec Termite Management System by any person;

- (b) the Termispec Termite Management System being installed other than by an Accredited Installer in accordance with Termispec's recommended installation procedures;
- (c) variations, alterations, structural modifications or any other changes to the Building which have the effect of diminishing the effectiveness of the Termispec Termite Management System as a termite barrier;
- (d) the owner or occupier of the Building permitting the Termispec Termite Management System to be breached or broken by any material or matter through which it might be possible for Termites to by-pass the Termispec Termite Management System into the Building;
- (e) the ground level around the Building being higher than the maximum height specified in Termispec's recommended installation procedures for the Termispec Termite Management System, or
- (f) any other circumstances beyond the reasonable control of Termispec which results in the Termispec Termite Management System being breached, broken or damaged in some way.

- 4.2 The warranty in clause 3.1 also does not apply where:

- (a) an Installation Certificate is not issued in respect of the installation of the Termispec Termite Management System;
- (b) damage is caused by termites other than Termites; or
- (c) Termites enter the Building in a way other than by breaching the Termispec Termite Management System.

5. WARRANTY PERIOD

- 5.1 The Warranty Period is for one year commencing on the Installation Date.
- 5.2 The Warranty Period will be automatically extended on the first and then on each subsequent anniversary of the Installation Date for a further period of twelve months provided that:
 - (a) the Owner engages a Qualified Inspector to conduct a full termite inspection of the Building, at the Owner's expense (**Report**); and
 - (b) the Owner retains a copy of the Report (and provides this to Termispec if requested by Termispec).
- 5.3 Notwithstanding anything in this warranty, the maximum Warranty Period will be fifty (50) years.
- 5.4 If the Building is not inspected by a Qualified Inspector before each anniversary of the Installation Date, the Warranty Period will not be extended and this warranty will end without notice to the Owner on the anniversary of the Installation Date that follows after the anniversary of the Installation Date after the last inspection by a Qualified Inspector has occurred.
- 5.5 If the warranty ends under clause 5.4, the Owner may subsequently request that Termispec reinstate the warranty and reactivate the Warranty Period, by following the procedure set out in this clause:
 - (a) The Owner must contact Termispec and request that the warranty be reactivated;
 - (b) Termispec will engage a Termispec Accredited Inspector to inspect the Building and the Termispec Termite Management System and provide a report to both Termispec and the Owner;
 - (c) The Owner must pay the costs of the inspection by the Termispec Accredited Inspector;
 - (d) If the report of the Termispec Accredited Inspector finds evidence of current termite infestation, evidence of previous termite infestation or conditions which may be conducive to termite attack, remedial action as recommended by the Termispec Accredited Inspector must be undertaken by the Owner at its expense before the warranty is reactivated.
 - (e) If the report of the Termispec Accredited Inspector does not disclose any current or previous termite infestation or evidence or conditions which may be conducive to termite attack, or once all the recommended remedial action in subclause (d) are undertaken, Termispec may request that the Owner pay a reactivation fee, as set by Termispec from time to time;
 - (f) Upon payment of the reactivation fee, Termispec will reinstate the Owner's warranty with effect from the last anniversary of the Installation Date

occurring before the payment of the reactivation fee.

- (g) If subclause (f) applies, the Warranty Period will be deemed to end on the next occurring anniversary of the Installation Date and, to extend the Warranty Period, the Owner must then comply with clause 5.2.
- (h) Nothing in this clause 5.4 operates to extend the Warranty Period beyond fifty (50) years from the Installation Date.

6. WARRANTY CLAIM PROCEDURE

- 6.1 If Termite Damage occurs or if Termites are detected in the Building and they are found to have breached the Termspec Termite Management System by a Qualified Inspector during the Warranty Period, if the Owner wishes to make a claim under this warranty, the Owner must within 30 days of receiving the report of the Qualified Inspector contact the Termspec Claims Centre:

Termspec Claim Centre: 1300 095 627

Email: info@termspec.com.au

- 6.2 Termspec may change the telephone number or email address of the Termspec Claim Centre from time to time or the means by which an Owner may contact the Termspec Claim Centre. These details will be shown on Termspec's website and it is the Owner's responsibility to check Termspec's website for these updates.
- 6.3 Any expenses incurred by the Owner in claiming under this warranty (such as postal expenses, telephone calls and time incurred) will be the responsibility of the Owner.
- 6.4 If the Owner makes a claim under this warranty, the Owner must give Termspec and its representatives access to the Building at any time nominated by Termspec (acting reasonably) to enable Termspec or its representatives to inspect the Termspec Termite Management System and any Termite Damage.
- 6.5 If Termspec 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 Termspec's staff or representatives should not be interpreted as an acceptance by Termspec of a warranty claim.
- 6.6 If Termspec decides to reject a claim from an Owner, Termspec may (but is not obliged) to provide reasons for that rejection.
- 6.7 If Termspec accepts the Owner's claim, it will repair or replace all Termite Damage at its expense. All repairs and treatments must first be approved by Termspec in writing

7. OWNER'S RESPONSIBILITIES

- 7.1 The Owner must:
- (a) at their own expense arrange for thorough and regular Termite inspections of the Building by a Qualified Inspector at least once each year before the expiry of the Warranty Period;
 - (b) not damage, remove, modify, tamper or interfere with the Termspec Termite Management System;
 - (c) not make any alterations, renovations or additions to the Building which might damage, remove, modify, tamper or interfere with the Termspec Termite Management System;
 - (d) not disturb any garden beds, soils or lawns immediately adjacent to the Building (unless approved in writing by an Accredited Installer) which might damage, remove, modify, tamper or interfere with the Termspec Termite Management System;
 - (e) immediately notify Termspec in writing if Termites or Termite Damage is found in the Building;
 - (f) immediately notify Termspec in writing if the Owner believes the Owner may have disturbed, damaged or breached the Termspec Termite Management System;
 - (g) notify Termspec in writing if the Owner finds active Termites anywhere in or near the Building;
 - (h) not allow the Termspec Termite Management System to be bridged or broken by any material or matter through or over which Termites may bypass the Termspec Termite Management System and enter the Building.

8. REMEDIES

- 8.1 For the avoidance of doubt, the remedies and limitations in this clause are in addition to and do not limit the any remedies the Owner or any other person may have against Termspec under the Australian Consumer Law or any other applicable laws.
- 8.2 If the Termspec Termite Management System fails to comply with the terms of this warranty and, as a result of that failure, Termite Damage occurs (and Termspec accepts the Owner's warranty claim), Termspec will, without cost to the Owner:
- (a) eradicate the Termite infestation;
 - (b) repair or replace the Termspec Termite Management System as determined by Termspec; and/or
 - (c) repair or replace or cause the repair or replacement of structural timbers, decorative timber and all other internal timbers damaged by Termite Damage.

- 8.3 Termspec will not repair, replace or reimburse the Owner under this warranty for any damage caused by Termites to:

- (a) chattels of any nature whatsoever (including but not limited to antiques, heirlooms, paintings and artwork);
- (b) any pergolas and timber decking;
- (c) any electrical wiring;
- (d) any fences, gates and garden structures;
- (e) damage caused by any person other than an Accredited Installer or a Qualified Inspector;
- (f) repair to any item which does not comply with any relevant Australian Building Code;
- (g) any damage the Owner or persons other than those authorised by Termspec may cause in investigating for the presence of Termites;
- (h) any remedial treatments not authorised by Termspec.

9. LIMIT OF WARRANTY - \$250,000

- 9.1 Notwithstanding anything in this warranty or any other rights which the Owner may have, Termspec's liability under this warranty for repair and replacement of all Termite Damage in a Building is limited to a maximum amount of \$250,000 (inclusive of GST) in the aggregate.

10. ASSIGNMENT

- 10.1 The Owner may assign the Owner's rights under this warranty to another person who becomes the owner of the Building provided that:
- (a) the Owner has sold all of its interest in the Building to such assignee;
 - (b) the Owner gives written notice of the proposed sale of the Building and the proposed assignment of this warranty to Termspec;
 - (c) the assignee agrees with Termspec to be bound by all the terms and conditions of this warranty; and
 - (d) Termspec, acting reasonably, gives its prior written consent to such assignment.

11. WARRANTY CLAIM DISPUTES

- 11.1 In the event of any dispute arising out of or in relation to the terms of this warranty or a claim made by an Owner, before any party commences any legal action Termspec 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, Termspec 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.

12. INCIDENTAL AND CONSEQUENTIAL DAMAGES

- 12.1 Nothing in this warranty gives the Owner any claim against Termspec for incidental or consequential damages which, to the greatest extent possible, are disclaimed and excluded by Termspec. For the purpose of this warranty, incidental or consequential damages includes property damage not covered by this warranty, loss of use, loss of revenue or profits, cost of capital, cost of substitute equipment, additional costs incurred by the Owner other than those specifically covered by this warranty and any other incidental special indirect or consequential damages howsoever occurring.

13. STANDARD OF REPAIRS

- 13.1 Any repairs by Termspec to the Building will be performed to match, as close as is reasonably possible, the existing fit, finish and appearance in the damaged area of the Building.
- 13.2 If any part or component of an item of decor (such as paint, tiles, flooring, wallpaper, panelling, mouldings, trim, sidings, roofing and bricks) of the Building sustains Termite Damage or is damaged during the repair of Termite Damage, Termspec will make all reasonable endeavours to repair or replace these components or items of decor and to match them with existing, similar undamaged parts or components of items of decor. However, Termspec 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.
- 13.3 During the repair process, Termspec 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