

MELBOURNE P1-
P.O. Box 12
NEW BALLOON

TREATMENT CERTIFICATE

N 71904

This is to certify that the building described below has had components of the Granitgard Physical Termite Barrier System, applied to the areas listed here in compliance with the relevant Approval as listed. Note however that termite barriers other than Granitgard products may also have been used in this building. This treatment certificate makes no representation as to the installation or adequacy of termite barriers not supplied by Granitgard Pty Ltd.

Building Address: ASSISI GARDENS ROAD TWO

Postcode: _____

Owner: _____

Builder: BUXTON CONSTRUCTION Reg. No.: _____

Treatment	Area/Length/No.	Approval	Clause	Installation Date	Legend
Underfloor	m ²				////////
Perimeter	<u>170</u> l/m	<u>AS 3660.1</u>		<u>2013</u>	-X--X-
Penetrations	<u>40</u> No.	<u>AS 3660.1</u>		<u>2013</u>	O_mm (dia)
Joints	l/m				
Other					

Granitgard Batch Codes: _____

Installers Name (Print): MARK OWEN Lic No.: L861

Installers Signature: [Signature] Date: 8-10-13

Area treated to

AS 3660.1

SUGGESTED SCALE APPROX.: 1 block = 500 mm

Installer Warranty: Subject to the Qualifications and Conditions on the reverse of this certificate the Installer warrants that for a period of 10 years (the Term) from the date of this certificate any subterranean termite damage to the building that is the result of the Installer's workmanship in Granitgard physical termite barrier system installation will be made good by the Installer at its own cost.

Granitgard Warranty: Subject to the Qualifications and Conditions on the reverse of this certificate Granitgard Pty. Ltd. warrants that for the Term or 10 (ten) years whichever is shorter, the Granitgard physical termite barrier system will remain free from subterranean termite penetration that is the result of defective Granitgard Product.

WARRANTY

INTERPRETATION

In the warranties given by the Granitgard Pty Ltd. ("Granitgard") and the installer of the Product as identified in the Treatment Certificate (the "Installer"):

"Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profit or loss of opportunity.

"Product" means the product known as Granitgard which comprises the use of granite and other screenings as a physical termite barrier and any accessories supplied by Granitgard that form part of the Granitgard physical termite barrier system.

"Purchaser" means any person who enters into a contract with the Installer for the installation of Products including that person's successors and permitted assigns.

"Properly Maintained" means maintained at least to the standards required by the Granitgard maintenance guidelines provided to the Purchaser.

"Services" means any installation or other services which the Installer and/or Granitgard may agree to provide in connection with the supply of Products or otherwise.

"Warranty" means each of the warranties set out in this Treatment Certificate given to the Purchaser by Granitgard or the Installer as the case may be and

"Warrantor" means each of them in relation to the warranty given by them.

QUALIFICATION TO WARRANTIES

Neither the Granitgard Warranty nor the Installer Warranty set out below can be relied upon if the Product is breached or contaminated by

- (a) disturbance or complete or partial penetration by vegetation, or
- (b) land movement affecting the foundations of the building, or
- (c) alterations, renovations, repairs or other works to or immediately adjoining the building, or
- (d) any fire, flood, storm or other unusual external event or conditions or any act of man or living creatures (other than termites) which have the effect of disturbing or penetrating the integrity of the Granitgard physical termite barrier.

The Purchaser acknowledges and agrees that the Warranty only applies if subterranean termites enter the building through the Properly Maintained Product and does not apply if such entry is through or around areas not protected by the Granitgard physical termite barrier system, whether or not protected by some other termite protection system. The Purchaser also acknowledges and agrees that the Warranty only applies if the Purchaser has notified Granitgard or the Installer in writing within 10 days of becoming aware of termite activity which might give rise to a claim under either the Granitgard Warranty or the Installer Warranty.

CONDITIONS OF WARRANTY

1. The Warrantor agrees and acknowledges that the Purchaser is entitled to all rights and remedies in respect of the Products and Services which the Purchaser has under the Trade Practices Act and similar State and Territory laws which cannot be lawfully excluded, restricted or modified. This Warranty does not purport to and does not have the effect of excluding, restricting or modifying the exercise of any such right or remedy or the liability of the Warrantor in respect of any such right or remedy.
2. The Purchaser does not have any rights or remedies in respect of Products or Services other than the rights and remedies expressly provided for in this Warranty and the Warrantor will not be liable to the Purchaser other than pursuant to this Warranty for any loss caused (in whole or in part) by or arising out of the provision of the Services or any use of the Products or any defect in the Products or any failure, malfunction, breakdown or deterioration of the Product.
3. Subject to clause 1, all conditions, warranties and guarantees other than those expressly provided for or referred to in this Warranty are excluded to the fullest extent permitted by law.
4. Where the Purchaser is a consumer under the Trade Practices Act or similar State and Territory laws and Products supplied or Services provided to the Purchaser are not of a kind ordinarily supplied for personal, domestic or household use or consumption, then unless the Purchaser establishes that reliance on this provision would not be fair and reasonable, the liability of the Warrantor for a breach of a condition or warranty implied into this Warranty by the Trade Practices Act or by any similar State or Territory laws (other than a condition implied by section 69 of the Trade Practices Act or by the equivalent provisions of any similar State or Territory laws) is limited to any one of the following as determined by the Warrantor in its sole discretion:
 - (a) in the case of Products supplied:
 - (1) the replacement of the Products or the supply of equivalent products,
 - (2) the repair of the Products,
 - (3) the payment of the cost of replacing the Products or of acquiring equivalent products, or
 - (4) the payment of the cost of having the Products repaired, or
 - (b) or in the case of the Services provided:
 - (1) the supply of the Services again, or
 - (2) the payment of the cost of having the Services supplied again.
5. The Purchaser acknowledges that it has not relied upon any representation made by the Warrantor which has not been stated expressly either in this Warranty or upon any description or illustrations or specifications contained in any other document produced by or supplied to the Purchaser.
6. The Purchaser acknowledges and agrees that the operation of the Warranty is conditional upon this Treatment Certificate being issued by the Installer to the Purchaser.
7. This Warranty is transferable to future owners of the building. The Purchaser agrees to draw to the attention of the purchaser of the building the existence of this Warranty and the conditions upon which it is given.

INSTALLER WARRANTY

Subject to the Qualifications and Conditions noted above, the Installer warrants to the Purchaser that

- (a) the Installer's completed installation work is of sound quality and workmanship,
- (b) the Installer has followed the correct installation procedures,
- (c) the Installer has used only approved Granitgard products and accessories,
- (d) the Installer has complied with all reasonable instructions given by Granitgard in relation to the installation of the Products from time to time, including those specified in any technical manual published by Granitgard and provided to the Installer from time to time,
- (e) the installation work has been carried out in accordance with any of the documents listed below and referenced in the relevant section of the Treatment Certificate:
 - (1) Australian Building Systems Appraisal Council- Technical Opinion No 166, and
 - (2) Australian Standard 3660.1, and
 - (3) Granitgard National Accreditation,as amended, modified or substituted from time to time.

If a valid claim is made under this Warranty any subterranean termite damage to the building that is the result of the Installer's workmanship in installing the Products will be made good by the Installer at its own cost.

GRANITGARD WARRANTY

Subject to the Qualifications and Conditions noted above, Granitgard Pty Ltd. warrants to the Purchaser for the period of the Installer Warranty as specified in this Treatment Certificate or 10 years, whichever is shorter, that the Product will remain free from subterranean termite penetration that is a result of defective Product.

If a valid claim is made under this Warranty, any subterranean termite damage to the building that is the result of subterranean termites breaching defective