



## **WARRANTY**

### **BENEFITS - WHAT THIS WARRANTY COVERS**

- 1.1 **Termguard USA** warrants that for a period of 50 years from the date of installation, the **Termguard USA Ultimate** Reticulated Termite Retreatment System:
- (a) will effectively apply and replenish Termite Management agents in accordance with manufacturers labels;
  - (b) will not damage the slab or be damaged by the slab;
  - (c) will not decompose or disintegrate under the slab.
- 1.2 In the event that the **Termguard USA Ultimate** Reticulated Termite Retreatment System does not perform to this Warranty and subject to the Conditions and Exclusions below, **Termguard USA** agrees that it shall:
- (a) at its option repair or replace any timber which is damaged as a result of attack by termites entering the Home / Building by **subterranean** infestation, and
  - (b) undertake any remedial action as may be necessary to eliminate the termite infestation, and
  - (c) replenish the **Termguard USA Ultimate** Reticulated Termite Retreatment System.

**No responsibility is accepted, or warranty implied, for any further damage, whether by termites or otherwise, including but not limited to loss of profits or other form of economic loss whatsoever, that may occur as a result of past, current or future termite activity.**

- 1.3 The method of repair, replacement or restoration determined by clauses 1.2 will be determined by **Termguard USA**.

### **EXCLUSIONS - WHAT IS NOT COVERED UNDER THIS WARRANTY**

The benefits of this Warranty do **not** apply to any claim:

- 2.1 where the floor area of such Building has been extended or increased and / or the Building has been renovated, altered, restored or repaired in the areas of infestation or access by termites and those areas have not been treated by the installation of a **Termguard USA Ultimate** Reticulated Termite Management System by a **Termguard USA** Licensee to protect against subterranean termite infestation.
- 2.2 where the risk of subterranean termite infestation or access by termites has been increased by the Building Owner or Builder:
- (i) introducing infested materials, and/or
  - (ii) leaving wood debris and formwork on Building site, and/or
  - (iii) disturbing external gardens, pathways, etc adjacent to the Building, and/or



- (iv) using untreated timbers for garden beds and/or retaining walls, and/or
- (v) establishing lawns and/or garden beds adjacent to Building, and/or.
- (vi) covering weep holes in the brickwork or structure of the Building, and / or
- (vii) storing or allowing the accumulation of timber, refuse, firewood or other materials close to the Building.

**Such changes to the Building are likely to breach the barrier provided by the Termguard USA Ultimate Retreatment Reticulated Termite Management System and where such changes occur, further treatment is essential by the Termguard USA Licensee. Precautions must be taken to ensure that the soil barrier is not damaged in any way.**

- 2.3 arising out of the negligent or deliberate act or omission of the Builder, Building Owner, the Termguard USA Licensee who installed or inspected the Ultimate Reticulated Termite Management System or any of their employees, agents or contractors.
- 2.4 arising out of any act of God, natural disaster, riot, civil commotion, war, undeclared hostilities, arson, vandalism or any other cause whatsoever beyond the reasonable control of Termguard USA;
- 2.5 relating to any liability of the Builder for damage or loss which has caused or contributed to any damage to timber, whether by termites or otherwise, including but not limited to loss of profits or other form of economic loss whatsoever.
- 2.6 in respect of any damage by subterranean termite infestation, where the regular inspections and replenishment program as per Clause 3.1 have not taken place.
- 2.7 lodged more than 30 days after the Builder and / or the Building Owner and / or Termguard USA Licensee becomes aware (or reasonably should have been aware) of any infestation by termites.
- 2.8 for any costs or expenses of any party in making a claim under this Warranty.
- 2.9 for any damage caused by "drywood termite" family: KALOTERMITIDAE
- 2.10 any claim arising from termite infestation through the concrete slab, or where the slab has not been constructed in accordance with Florida Building Code ACI 530-99.

### **IMPORTANT - ADDITIONAL INFORMATION**

- 3. This Warranty is valid only whilst regular inspections and maintenance, by Termguard USA approved inspectors and/or installers, are carried out as recommended by the Termguard USA Licensee, being:
  - (i) at least annually, or more frequently if recommended by the Termguard USA Licensee; and



- (ii) comply with the replenishment requirements of the **Termguard USA** approved Termite Management agent used, which are:

BASF, Termidor – at least every five (5) years, or  
FMC, TalstarOne – at least every three years

### **WHAT YOU NEED TO KNOW ABOUT THE WARRANTY**

- 4.1 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.
- 4.2 To lodge a claim under this Warranty, a claim form is available at [www.termguard.com](http://www.termguard.com) Please complete this form and return to **Termguard USA** together with copies of the regular inspection reports and details of the replenishment schedule. The claim form will be assessed by **Termguard USA** and a response will be provided within 7 days of receipt of all documentation.

### **General**

- a. Please read all the information in this Warranty Package thoroughly.
- b. Pass on this Warranty Package and all inspection reports of the termite management system at the time of the selling of the house.
- c. Comply with this Warranty. Have the premises inspected at least once per year by a licensed Termguard Operator. Comply with the advice of the Termguard Operator.
- d. Do not build garden beds over weep holes.
- e. If an extension or renovation is built, ensure that the termite barrier is re-installed by a licensed Termguard Installer.
- f. Ensure that all barriers are reinstated after the completion of any future work.
- g. Ensure that all barriers are reinstated after heavy rain or wash outs after heavy rains.
- h. Do not store firewood close to the house.
- i. Regularly inspect the landscaping for infestations.
- j. Regularly inspect the perimeter for signs of breaching of any barriers.
- k. If you have any questions contact **Termguard USA** or your local Termguard Licensee.