



General Conditions applying to the **FMC HomeGuard Million Dollar Warranty**

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.

This warranty is an additional warranty offered by FMC Australasia Pty Ltd and is not intended to exclude or limit your rights and remedies under the Australian Consumer Law or other laws. The expiry of this warranty does not affect those rights.

WARRANTY ACTIVATION:

In the event of a subterranean termite infestation of the Building as a result of the failure of the installed HomeGuard termite management system which failure is directly caused by the failure of the HomeGuard Products and results in damage by termites being caused to structural and/or decorative timbers of the Protected Structure during the Warranty Period then, subject to these general conditions of Warranty, FMC Australasia Pty Ltd (FMC Australasia) will, up to a maximum amount of \$1,000,000 per Site:

- Procure the elimination of the active subterranean termites within the Protected Structure(s).
- Cause the repair the HomeGuard termite management system where practical or otherwise treat for termite control; and / or
- Repair or replace all structural and decorative timbers damaged by Termites.

WARRANTY EXCLUSIONS:

This warranty shall be void and have no effect if any of the following circumstances occur at any time:

- The Property Owner/s fail to carry out any of the owners responsibilities specified in this Warranty.
- The Property Owner/s fails to provide true and correct information to FMC Australasia or participates in misleading, deceptive or fraudulent conduct in connection with this Warranty.
- Termites enter the HomeGuard treated Building through any manner other than by a performance failure of the HomeGuard product.
- The HomeGuard product is installed by a person that is not a HomeGuard Accredited Operator.
- If no active termites are found in the Protected Structure at the time of inspection or reported damage by a HomeGuard Accredited Operator.
- The HomeGuard product is installed in a manner which is inconsistent with FMC Australasia's guidelines or the requirements under any applicable National or Local Building Code or any relevant Australian Standards (including Australian Standards AS 3660.2 or AS 2904:1995), as may be varied from time to time.

WARRANTY LIMITATIONS:

This HomeGuard warranty DOES NOT cover:

- Any incidental damage not directly related to the effects of the Subterranean Termite activity (e.g., wood rot)
- Damage from pests other than the Subterranean Termite including without limitation Drywood or Dampwood Termites (Families: Kalotermitidae and Termpsidae)
- Damage to chattels of any nature (including without limitation carpets, floor coverings, antiques, heirlooms, artwork or painting furnishings and fittings.), any pergolas and timber decking, electrical wiring, outhouses (unless the HomeGuard system is applied as per a detailed plan), fences, gates and garden structures
- Damage caused by any persons other than those authorised by FMC Australasia to investigate the presence of Subterranean Termites
- Repair of any item that does not comply with the Building Code of Australia.
- Any damage the Home Owner or persons other than those authorised by FMC Australasia may cause in investigating for the presence of Subterranean Termites.
- Any remedial treatments or repairs not authorised by FMC Australasia.

RESPONSIBILITIES OF PROPERTY OWNER/S

- During the warranty period the Property Owners must at their own expense arrange for thorough and regular inspection(s) of the property for the presence of termites at intervals recommended by their HomeGuard Accredited Operator, but at intervals not exceeding 12 months .

- Must not make any alterations, renovations or additions to the Building or disturb any garden beds, soils or lawns next to the protected structure(s) until you notify your HomeGuard Accredited Operator who will advise on any works as to their impact (if any) on your warranty.
- You must notify your HomeGuard Accredited Operator if you believe you have disturbed your HomeGuard termite management system.
- You must immediately notify your HomeGuard Accredited Operator should you find active termites anywhere on the property – do not disturb any found termite activity or use any insecticides on the identified activity.
- You must comply with the Maintenance Program applicable to the HomeGuard termite management system, which shall apply from time to time during the Warranty Period.

CONTINUATION OF YOUR WARRANTY:

Your HomeGuard Million Dollar Warranty will continue to operate during the Warranty Period for so long as you comply with the owner's obligations contained in this Warranty. This is subject to your HomeGuard Accredited Operator conducting a minimum annual full termite inspection of the property with report at your expense. Your HomeGuard Accredited Operator will then issue a further 12 month warranty certificate upon satisfaction of any recommendation/s (if any) in compliance with the maintenance program following the inspection being implemented at your expense.

WARRANTY CLAIM DISPUTES:

In the event of any controversy or claim arising out of, or relating to this agreement it will be settled exclusively by arbitration, in the accordance with the rules of the institute of arbitrators Australia any judgment from such arbitration shall be binding upon both parties.

DISCLAIMER AND RELEASE

- The limited warranties provided herein are the exclusive warranties given by FMC Australasia and supersede any prior, contrary or additional representations, whether oral or written.
- TO THE EXTENT PERMITTED BY LAW ANY IMPLIED CONDITIONS OR WARRANTIES, THAT APPLY TO THE HOMEGUARD TERMITE MANAGEMENT SYSTEM OR ANY PART OF IT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD GIVEN IN THIS WARRANTY AND FMC AUSTRALASIA DISCLAIMS AND EXCLUDES THOSE WARRANTIES AFTER THE WARRANTY PERIOD.
- Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation might not apply. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.
- TO THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-COMFORMANCE OR DEFECT IN THE HOMEGUARD TERMITE MANAGEMENT SYSTEM OR ANY OTHER PRODUCT SUPPLIED BY FMC AUSTRALASIA, INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LIABILITY RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF FMC AUSTRALASIA OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPLIED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.
- TO THE EXTENT PERMITTED BY LAW, FMC AUSTRALASIA AND OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPLIED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE HOMEGUARD TERMITE MANAGEMENT SYSTEM, PROPERTY DAMAGE, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY THE WARRANTY HOLDER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR FAILURE OF THE HOMEGUARD TERMITE MANAGEMENT SYSTEM EXCEPT AS EXPRESSLY CONTAINED IN THIS WARRANTY. This exclusion applies even if the above warranty fails of its essential purpose and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

ASSIGNMENT

The Warranty Holder may assign the Warranty Holder's rights under this Warranty to another person provided that and only if: the Warranty Holder sells all of its interest in the Site to such assignee; the Warranty Holder gives written notice of the proposed sale of the Site and assignment of Warranty to FMC; the assignee agrees with FMC to be bound by all terms and conditions of this Warranty; and FMC, acting reasonably, gives its prior written consent to such assignment.

DEFINITIONS:

Buildings: The residential or commercial building(s) (as the context requires) where a HomeGuard product has been installed.

HomeGuard: Specific range of Termite Solutions for pre construction of building.

FMC HomeGuard Accredited Operator: Means an operator accredited annually by FMC Australasia Pty Ltd to issue the initial FMC HomeGuard Million Dollar Warranty Program.

Property Owner: Means registered proprietor(s) of the building.

Termites: Subterranean Termites (Drywood Family: Kalotermitidae and Dampwood Termites Family: Termpsidae) are specifically excluded from the terms of this warranty contract.

PRIVACY STATEMENT

At all times, FMC Australasia will maintain your personal information in accordance with its then current Privacy Policy accessible at www.fmcaustralasia.com.au.

MAKING A CLAIM:

You should first contact your HomeGuard Accredited Operator to inspect your problem, they will arrange any remedial action required minimizing the damage occurring. FMC Australasia will cover the cost of this initial inspection unless your warranty claim is found to be invalid, in which case FMC Australasia will not be required to pay, or may seek reimbursement in respect of any inspection costs.

If you require further advice or wish to make a claim, then you must contact FMC Australasia Pty Ltd within 14 days of the date on which you contact your HomeGuard Accredited Operator.

Address:	The Warranty Manager FMC Australasia Pty Ltd PO BOX 526 Cannon Hill QLD 4170	Telephone:	1800 066 355
		Fax:	1800 355 896
		Email:	warranty@fmc.com
		Web:	www.fmcaustralasia.com.au

Please supply FMC Australasia Pty Ltd details of your HomeGuard Warranty (including your warranty contract number and the name of your HomeGuard Accredited Operator) and your full contact details (including your telephone number, email address and postal address). FMC Australasia Pty Ltd will seek to contact you within 48 hours of receiving your correspondence.

Your HomeGuard Accredited Operator will be responsible for attending at the Site for the purpose of making an initial evaluation of any claims under this Warranty. If You are not satisfied with the response from your HomeGuard Accredited Operator does not, or is unable to, inspect the Site within 14 days from the date that you contact them, FMC Australasia may appoint another HomeGuard Accredited Operator to investigate the claim under this Warranty.

Repairs and or treatments must be approved by FMC Australasia Pty Ltd in writing. Approved damaged timber repairs by an FMC Australasia Pty Ltd approved repairer will not commence until current reported termite activity is eliminated.



www.fmcaustralasia.com.au

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