



Product Warranty

This warranty is given by PC Plastics Pty Ltd (Biofilm) (ACN 164 968 423) of PO Box 949, Paradise Point QLD 4216 in respect of the Biofilm Termite Barrier System.

Biofilm Termite Barrier System has a durability and design life in excess of fifty (50) years in accordance with QLD requirements of the Australian Building Codes Board 3.1.3.2 (d) (i) (ii).

PC Plastics Pty Ltd agrees and acknowledges that the Owner is entitled to all rights and remedies in respect of the products and services which the Owner 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.

1. Warranty

- 1.1 Subject to all qualifications and conditions stated in this document, PC Plastics Pty Ltd warrants to the Owner for the warranty period that the product will remain free from subterranean termite penetration demonstrably through the Biofilm Termite Barrier System.

2. Definitions

Within this document:

- a. **Australian Consumer Law** means the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth) and in any applicable state and territory acts.
- b. **Accredited Installer** means any person appointed by PC Plastics to be an accredited installer of the Biofilm Termite Barrier System.
- c. **Owner** means the legal owner of the building, or any representative of the legal owner of the building.
- d. **Warranty Period** following the date of installation of the Biofilm Termite Barrier System wherein the terms and conditions of the warranty are met.
- e. **Building** means the original structure in which the Biofilm Termite Barrier System is installed as specified in the Certificate of Compliance.
- f. **Certificate of Compliance** means a certificate issued by an Accredited Installer which certifies that the installation of the Biofilm Termite Barrier System complied with PC Plastics recommended installation procedures, amongst other things.
- g. **Installation Date** means the date of installation of the Biofilm Termite Barrier System to the building as specified in the Certificate of Compliance.
- h. **Biofilm Termite Barrier System** means the Biofilm Termite Barrier System manufactured by PC Plastics.

3. When the Warranty does not apply

- 3.1 The Warranty (Item 1) does not apply where it is the reasonable opinion of PC Plastics that termite ingress is able to be gained as a result of the below:

- a) Repairs, alterations, renovations, or other activities immediately adjoining the building by any person.
- b) Land movement that affects the foundation of the building.
- c) Complete or partial penetration by tree roots or other vegetation.
- d) Inspection zone being breached by landscaping, pathways, adjoining structures, soil levels and the like.
- e) Any natural occurrence including but not limited to fire, flood, and storm, which might violate the barrier.
- f) Any works undertaken by third parties impeding the integrity of the barrier.
- g) The Biofilm Termite Barrier System being installed by anyone other than an Accredited Installer.
- h) The Owner/s failure to provide true and correct information to PC Plastics, or any instance in which the Owner/s participate in misleading, deceptive or fraudulent conduct in connection with the warranty.
- i) Any circumstances which are beyond the reasonable control of PC Plastics.

- 3.2 The Warranty (Item 1) also does not apply where:

- a) Damage is caused by a species of termites other than subterranean termites; or
- b) Termite ingress to the building is other than through a breach of the Biofilm Termite Barrier System.
- c) No Certificate of Compliance was issued relating to the installation of the Biofilm Termite Barrier System.

- d) Annual Timber Pest Inspections have not been carried out by a qualified and accredited Timber Pest Inspector in accordance with the Australian Standard 3660 series.

4. How to Claim

4.1 If a qualified Timber Pest Inspector determines that termites have entered the building by breaching the Biofilm Termite Barrier System within the warranty period, and the Owner wishes to make a claim, the Owner must contact PC Plastics Pty Ltd within Seven (7) days of the detection as per the below.

PC Plastics Warranty Centre
accounts@biofilm.com.au

4.2 Any and all costs incurred by the Owner in relation to claiming under this warranty will be the responsibility of the owner, including without limitation postal, telephone, time incurred expenses, etc.

4.3 Should a claim be made under this warranty, the owner of the building must allow access by PC Plastics Pty Ltd, or any representative of PC Plastics Pty Ltd at any times nominated by PC Plastics Pty Ltd to inspect any termite damages or activity and any installed Biofilm Termite Barrier System.

4.4 In order for a claim under the warranty in item 1 to be accepted PC Plastics Pty Ltd must give notice to the Owner in writing. Any discussion other than this specific notice, regardless of content cannot be construed or interpreted to be an acceptance of any claim.

4.5 PC Plastics Pty Ltd may reject a claim made under the warranty in item 1. If a claim is rejected PC Plastics Pty Ltd may provide reasons but is in no way obligated to do so.

4.6 Any and all claims made under the warranty in item 1 can only be made during the warranty period.

Remedies

4.1 Any and all remedies and limitations in this paragraph are in addition to and do not limit any

remedies the Owner or any other person may have against PC Plastics Pty Ltd under the Australian Consumer Law or any other law applicable.

4.2 If the Biofilm Termite Barrier System fails to comply with the warranty as in item 1 and the Owner makes a claim under that warranty, within the warranty period which is accepted by PC Plastics Pty Ltd, PC Plastics Pty Ltd will (subject to items 5.3 and 5.4) without charge to the Owner:

- a. Eradicate the identified termite infestation, repair the Biofilm Termite Barrier System where practicable; and/or
- b. Cause the repair or replacement of structural timbers and/or internal timbers damaged by termites.

4.3 PC Plastics Pty Ltd will not repair, replace or reimburse the Owner for any of the below;

- a. Damage to furniture, fittings, carpet, and clothing
- b. Termite entry other than demonstrably through the Biofilm Termite Barrier System.
- c. Damage to the Biofilm Termite Barrier System by third parties.
- d. Cost of temporary accommodation.
- e. Economic losses such as loss of rent etc.
- f. Consequential loss or damage.
- g. Failure by third parties to comply with warranty conditions.
- h. Allowing rubbish, timber or mulch material to cover the termite barrier and visual inspection zone at ground level.
- i. The Owner/s failure to provide true and correct information to PC Plastics Pty Ltd, or any representative of PC Plastics Pty Ltd, or any instance wherein the Owner participated in misleading, deceptive or fraudulent conduct in connection with this Warranty.
- j. Any pergolas, wiring, extensions to the building and outhouses.

4.4 PC Plastics Pty Ltd's liability for repair and replacement under item 1 of this warranty is limited to a maximum of \$250,000.00 in respect of any one warranty claim.

Owner's Responsibilities

The Owner of the building ("Owner") must, at the owner's expense, arrange for thorough and regular inspection of the building for the presence of termites at intervals not exceeding 12 months by an Accredited Biofilm Termite Barrier System Timber Pest Inspector. The owner must, at the owner's expense, adhere to any recommendations given by the Accredited Biofilm Termite Barrier System Timber Pest Inspector in relation to protective measures regarding risk of termite infestation (such as elevated environmental risks or susceptible building type or location, eg. North of the 26th parallel). This may include more frequent inspections or installation of further termite protective measures. Failure to adhere to any recommendation given by an Accredited Biofilm Termite Barrier System Timber Pest Inspector will void any and all warranties given on the Biofilm Termite Barrier System by PC Plastics Pty Ltd.

The Owner must notify PC Plastics within seven (7) days if termites are detected or are found to have breached the Biofilm Termite Barrier System. Failure to notify PC Plastics Pty Ltd within seven (7) days will void any and all warranties given on the Biofilm Termite Barrier System by PC Plastics Pty Ltd.