



\$250,000 TERMITE DAMAGE WARRANTY

EXTERRA® TERMITE INTERCEPTION AND BAITING SYSTEM

This Cover is for RESIDENTIAL PROPERTIES Only.

ITEM 1 - Property Owner

Name of property owner

ITEM 2 - Property Details

Property Address
Property Address

Billing Address
Billing Address

Home Tel:
Home number
Work Tel:
Work number
Mobile Tel:
Mobile number

Structure(s) included as Covered Property (from same section of the EXTERRA Agreement):

Type in the structures to be covered.
You have space for two lines of text only

ITEM 3 - Date of Warranty Inception

From dd/mm/yyyy (See #1 under Conditions in the Warranty).

ITEM 4 - Associated Documentation

Inspection Report No: Inspection report number

Date of Inspection: Date of inspection

EXTERRA Termite Interception & Baiting System Agreement Number: EXTERRA agreement number

Other Documents:

Other related documents. You have space for one line of text.

ITEM 5 - EXTERRA Authorised Operator

Company: Company name

Phone: Phone number

Address: First line of address, Second line of address, Third line of address, Fourth line of address

ITEM 6 - Installation Details

Perimeter linear metres of Property: Linear metres Total # of In-ground & In-concrete Stations: Total #

ITEM 7 - Claims Management - Contact Details

The Claims Manager – EXTERRA Termite Damage Warranty

Ensystem Australasia Pty Ltd
The Junction Estate, 4 - 6 Junction Street, AUBURN NSW 2144
Phone: 13 35 36 Email: info@ensystem.com.au

Warranty Number:

Warranty Number

www.exterra.com.au

Subject to the following terms, limitations, conditions and exclusions, Ensyslex Australasia Pty Ltd (ABN 53 102 221 965); hereafter referred to as 'Ensyslex' warrants the performance of the EXTERRA Termite Interception and Baiting System at the Covered Property.

The Warranty is only available for Residential Buildings.

LIMIT OF COVER CLAUSE

1. The Warranty covers a claim for Loss only when the Covered Property was, at the time of the occurrence of the Compliant Damage that constitutes the claim for Loss:
 - a. under the protection of a valid written agreement between the Property Owner and an EXTERRA Authorised Operator that
 - b. provided for the active and ongoing maintenance of
 - c. a **Conforming EXTERRA System** at the Covered Property, and
 - d. such maintenance did occur during the entire period between the Warranty Period Inception Date and the date of the claim.
2. **It is the responsibility of the Property Owner to ensure that the EXTERRA System installed by the EXTERRA Authorised Operator is a Conforming EXTERRA System. The Property Owner MUST check this against the Definition for same at the end of this Agreement.**
3. Any failure by the Property Owner to arrange for the ongoing servicing and maintenance of the EXTERRA System at the Covered Property by an EXTERRA Authorised Operator at any time after the Warranty Period Inception Date will result in automatic termination, without notice, of this Warranty and any benefits hereunder and denial of any claim for Loss.
4. The total aggregate liability of Ensyslex for Loss at a Covered Property shall not exceed \$250,000 (two hundred and fifty thousand dollars).
5. The Warranty only applies to claims where a Qualifying Loss has occurred (more than \$1,000 worth of Compliant Damage has occurred). Where a qualifying Loss has occurred, the Property Owner is responsible for the cost of repair of the first \$1,000 worth of the Loss.

CONDITIONS

1. This Warranty is initially effective for the period of time between the Warranty Period Inception Date and the first (or in the case the Warranty is not issued within one year of initial EXTERRA System installation, the next) anniversary of the EXTERRA Initial Installation Date. Thereafter this Warranty shall be automatically renewed annually on each successive EXTERRA Initial Installation Date anniversary; unless it is cancelled before the next such anniversary either automatically, or by either party according to their rights of cancellation provided for in this Warranty; or any Warranty that this Warranty replaces. Under certain specific conditions described elsewhere herein, this Warranty may be cancelled automatically or by Ensyslex (or may become invalid) without notice prior to the next anniversary of the EXTERRA Initial Installation Date.
2. This Warranty only covers Loss as defined and otherwise limited herein.
3. Ensyslex expects the Property Owner to act with the utmost good faith in the event of a Loss or in filing a claim for Loss. If the Property Owner lodges a fraudulent claim or provides false or misleading information, Ensyslex may cancel the Warranty and/or deny responsibility for any claim.
4. For this Warranty to be valid the Property Owner must at all times after the Warranty Period Inception Date hold an in force and valid:
 - a. EXTERRA Subterranean Termite Inspection Report (see ITEM 4) for the Covered Property issued by an EXTERRA Authorised Operator which was obtained within 13 months prior to the reporting of any claim (see also Exclusion 1); and an
 - b. EXTERRA Termite Interception and Baiting System Agreement or extension thereof for the Covered Property.
5. The Property Owner or its servants, agents, invitees or other occupants of the Covered Property must not:
 - a. damage, remove, tamper or interfere with the EXTERRA Termite Interception and Baiting System or its components; or
 - b. introduce or permit the continued existence of any condition conducive to subterranean termite attack in the Covered Property.
6. The Property Owner must immediately notify Ensyslex in writing of:
 - a. any action or inaction that may increase the risk of Subterranean Termite Damage to the Covered Property; or
 - b. a known breach of the terms and conditions, agreed work or failure to execute any recommendations set out in the EXTERRA Termite Interception and Baiting System Agreement or extensions thereof.
7. Commencing from the Warranty Period Inception Date, if (active) live termites are found in the Covered Property, the Property Owner must immediately notify Ensyslex in writing upon discovery of such termites.
8. **The Warranty will only respond when (active) live termites are found upon inspection by a representative of Ensyslex and during the Warranty Period to be causing Subterranean Termite Damage. See also Exclusion 3.**

9. The Property Owner shall, as soon as practicable and during the Warranty Period, give written notice to Ensyslex, at its address (see ITEM 6), of a possible Loss under the Warranty. The Warranty only covers Loss discovered and notified to Ensyslex during the Warranty Period and authenticated by an Ensyslex representative to have occurred during the Warranty Period.
10. The responsibility of Ensyslex to perform repairs to the Covered Property shall be limited in scope to the repair, remediation or replacement of components of the Covered Property that Ensyslex deems necessary to correct or remedy the effects on the Covered Property of any Compliant Damage.
11. The valuation of Loss shall be computed from the following formula: Loss = cost of the materials and labour (at prevailing local per hour wage rates) deemed necessary by Ensyslex to correct or remedy the effects of the Compliant Damage plus applicable taxes, permits and insurance plus twenty five percent for overhead.
12. During the inspection and authentication of any Compliant Damage to the Covered Property, Ensyslex will not be responsible for creating openings to and/or dismantling any part of the Covered Property directly upon which no visible evidence of Compliant Damage is found by Ensyslex.
13. Any repairs by Ensyslex to the Covered Property will be performed to match, as close as reasonably possible, the existing fit, finish and appearance of the damaged area of the Covered Property. If any part or component of an item of decor (e.g. paint, tile, flooring, carpet, wallpaper, panelling, moulding, trim, siding, roofing, brick, finishes, etc.) of the Covered Property sustains Compliant Damage or is damaged during the repair of Compliant Damage, Ensyslex will make a reasonable effort during repair or replacement of this part or component of this item of decor to match it to existing, similar, undamaged parts or components of this item of decor. However, Ensyslex will not be responsible for repairing and/or replacing undamaged parts or components of the item of decor in order that they exactly and indistinguishably match parts or components of the item that were repaired or replaced.
14. During the performance of repairs, Ensyslex, in lieu of removing and replacing any damaged component of the Covered Property, can instead, at its option, reinforce and/or reconstruct the component or part of the Covered Property containing the component in such a way that the structural purpose of the component is preserved, supplemented or transferred to another component, existing or installed by Ensyslex, provided that the area of the Covered Property that contains such component shall have an appearance after repair, when viewed from the exterior or interior living spaces of the Covered Property, similar to its appearance before it was damaged.
15. All repair, remediation and replacement of Loss performed according to and/or on account of this Warranty shall be performed at the direction and expense of Ensyslex. Ensyslex shall not be responsible for reimbursement or other compensation for the repair, remediation or replacement of Compliant Damage when the repair, remediation or replacement is performed or otherwise arranged for by the Property Owner or some other third party (including an EXTERRA Authorised Operator) not working under the authority and direction of Ensyslex, unless prior to performance of such repair, remediation or replacement, written authorisation for such repair, remediation or replacement was received from Ensyslex.
16. At the time of the presentation to Ensyslex of a claim demand, the Property Owner must, upon such request by Ensyslex, present written evidence satisfactory to Ensyslex that the Covered Property was, at the time of the occurrence of the Compliant Damage, under the protection of a valid written agreement between the Property Owner and an EXTERRA Authorised Operator providing for the active and ongoing maintenance of an EXTERRA System at the Covered Property and that such maintenance was occurring at the time of the claim and has been occurring continuously since the Warranty Period Inception Date. Failure of Property Owner to present evidence satisfactory to Ensyslex that such continuous maintenance has been occurring for the entire Warranty Period up to and including the date of the claim may result in denial of the claim by Ensyslex.
17. This Warranty is cancellable by either party at any time with such cancellation becoming effective at the next anniversary of the EXTERRA Initial Installation Date upon either party furnishing to the other party written notice of cancellation at least 30 days prior to such anniversary. This Warranty is automatically cancelled effective immediately whenever there ceases to be between the Property Owner and an EXTERRA Authorised Operator a valid, current and ongoing written agreement providing for the maintenance and servicing of an EXTERRA System at the Covered Property.
18. Ensyslex reserves the right to alter the terms of this Warranty, without limitation (including modifications to deductible amounts), by the issuance to the Property Owner of a replacement Warranty at any time. The terms of the replacement Warranty shall become effective and replace the terms of this Warranty in their entirety on the next anniversary of the EXTERRA Initial Installation Date.
19. Any dispute under, or arising out of, this Warranty shall be referred to the Institute of Arbitrators and Mediators Australia, for resolution. Each case will first be referred to a Conciliator appointed by the Institute unless either party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

EXCLUSIONS

No cover shall be provided with respect to:

- any Subterranean Termite Damage discovered or reported after the expiry date of the EXTERRA Termite Interception and Baiting System Agreement. NOTE: The Warranty is (subject to certain conditions) renewed automatically for a further 12 months following each successful annual negotiation of an extension of the EXTERRA Termite Interception and Baiting System Agreement by the Property Owner with the EXTERRA Authorised Operator, always subject to the EXTERRA Subterranean Termite Inspection Report requirement set out in Condition 4 a.
- any Subterranean Termite Damage existing in the Covered Property on the Warranty Period Inception Date whether or not such damage was discovered, identified or suspected prior to that date. It is agreed that damage discovered after the Warranty Period Inception Date found not to contain live termites will be conclusively presumed to have occurred prior to the Warranty Period Inception Date and will not be considered to be Compliant Damage according to the terms of this Warranty.
- any Subterranean Termite Damage that upon inspection by a representative of Ensystex is found to not contain live termites.
- any Subterranean Termite Damage occurring in areas that were not Readily Accessible, Inaccessible or Obstructed as noted in the EXTERRA Subterranean Termite Inspection Report or Site Plan supplied with the EXTERRA Termite Inspection and Baiting System Agreement. NOTE: Not Readily Accessible, Inaccessible or Obstructed areas may only be covered by the Warranty following a further inspection and the issuance of a Follow-Up Inspection Report.
- consequential or indirect loss or loss of any nature except as specified herein. Ensystex will not pay, reimburse or compensate the Property Owner and hereby disclaims any responsibility for: re-treatment or additional treatment of active termite infestations; any termite preventative measures; devaluation of the Covered Property; stress; loss of sleep; anxiety; alternative accommodation; or loss of income.
- Damage arising as a consequence of the Property Owner not completing the remedial actions specified within any EXTERRA Treatment Proposal, Inspection Report or similar Report that is provided by the EXTERRA Authorised Operator.
- any Loss associated with Betterment.
- any Loss on account of alteration(s) or Loss to addition(s) made to the Covered Property after the Warranty Period Inception Date unless a Follow-Up Inspection Report is issued in respect of the alteration(s) or addition(s) and a modification is made to the scope of the EXTERRA Installation at the Covered Property adequate to protect the altered/added portions of the Covered Property.
- damage caused by drywood termites or termites of the species *Mastotermes darwiniensis*.
- damage occurring to carpets, fittings, furniture, personal property, stored materials, fences, gates, poles, bridges, wharves, jetties, landscaping timbers, garden structures, pergolas, trees or structures not specifically listed on the EXTERRA Termite Interception and Baiting System Agreement as being included as Covered Property.

DEFINITIONS

Betterment means that part of any Loss associated with the use of materials of superior quality to those used in the Covered Property at the time of the most recent EXTERRA Subterranean Termite Inspection Report.

Conforming EXTERRA System means that the EXTERRA Termite Management and Inspection System has been correctly installed and maintained by the EXTERRA Authorised Operator. Specifically this means that:

- EXTERRA In-ground and/or In-concrete Stations have been correctly placed on at least three sides of the property. Where Stations are only placed on three sides of a property, the fourth side must be a zero boundary allotment or an adjoining wall of a neighbouring building.
- These EXTERRA In-ground and/or In-concrete Stations must have been placed at intervals equivalent to one Station every 3 linear metres around the perimeter of the buildings protected, with no two Stations more than 5 metres apart.
- FOCUS Termite Attractant must have been correctly placed in each In-ground or In-concrete Station at the time of initial installation; and must be replenished every 12 months.
- EXTERRA Above-ground Stations and/or Bait Bags with Ensystex REQUIEM Termite Bait must have been used on any areas of termite feeding within the property.
- The EXTERRA System must have been the only termite management system employed at the Covered Property during the Warranty Period.
- The following Termite Conducive Conditions MUST NOT be present at the Covered Property:
 - Stored timbers in the subfloor region of the property.
 - Areas of excessive moisture content.
 - Areas of inadequate subfloor ventilation.

Compliant Damage means Subterranean Termite Damage to the Covered Property that, according to the terms of this Warranty, is the responsibility of Ensystex to repair, remediate or replace.

Covered Property means the specific structure(s) identified in the EXTERRA Termite Inspection and Baiting System Agreement for the property as being covered by the Agreement and which have been and are being protected by an actively and continuously maintained EXTERRA System. EXTERRA Authorised Operator means the person or company who installs and services the EXTERRA Termite Interception and Baiting System at the Covered Property.

EXTERRA Initial Installation Date means the date on which EXTERRA was initially installed at the Covered Property.

EXTERRA Subterranean Termite Inspection Report means the written Termite Inspection Report for the Covered Property.

EXTERRA Termite Interception and Baiting System or EXTERRA System or EXTERRA means the current system as marketed by Ensystex for termite management based on the consumption of a bait by Subterranean Termites.

EXTERRA Termite Interception and Baiting System Agreement means a written Agreement concerning the installation and servicing of EXTERRA at the Covered Property between the Property Owner and an EXTERRA Authorised Operator. Such an agreement must continuously be in force after the EXTERRA Initial Installation Date for this Warranty to remain in effect for the Covered Property.

Follow-Up Inspection Report means any written Follow-Up Termite Inspection Report used to identify any changed circumstance pertaining to the Covered Property.

Loss means all costs and expense incurred by Ensystex to repair, remediate or replace Compliant Damage. Such costs are extended to also include all reasonable costs incurred to make good those components of the Covered Property not suffering Compliant Damage but damaged as a direct result of the repair or replacement of Compliant Damage.

Property Owner means the holder of the Warranty.

Readily Accessible means areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. The term Readily Accessible also includes:

- accessible subfloor areas on a sloping site where the minimum clearance is 150 mm high, provided that such areas are not more than 2 m from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and
- areas at the eaves of accessible roof spaces, that are within the inspector's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

Residential Building means a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for use as a dwelling.

Subterranean Termites means termites of the families Rhinotermitidae and Termitidae, which require soil contact or a continuous supply of moisture. For clarity this specifically excludes *Mastotermes darwiniensis*.

Subterranean Termite Damage means impairments to the integrity of Timber resulting from Subterranean Termite attack.

Timber means the wood products used in the structural framing and finishes of the Covered Property.

Warranty Period means the period beginning on the Warranty Period Inception Date and ending on the date of the termination of this Warranty for whatever reason.

Warranty Period Inception Date means the date on which the Warranty took effect on the Covered Property. This date may be later than the Initial Installation Date because of the need to allow the EXTERRA System to eliminate all termite colonies from the Covered Property before the Warranty Period can begin.

This Warranty is valid only if the Ensystex Australasia Pty Ltd company seal is affixed here.