



# Product Warranty

This warranty is given by Bayer CropScience Pty Ltd (**Bayer**) (ACN 000 226 022) of 391-393 Tooronga Road, Hawthorn East, Victoria 3123 (Phone number 1800 804 479) in respect of the Kordon Barrier products (as defined below).

Your rights under this warranty are in addition to and are not intended to in any way detract from or limit any rights you have under the Australian Consumer Law or any other applicable laws.

Kordon has been extensively tested by the CSIRO and has been evaluated to have a durability and design life in excess of fifty (50) years. This represents the life expectancy of a building as deemed by Australian Building Codes Board (ABCB). This warranty document represents 'Six Years' (6) coverage for the insured events.

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.

## 1. Definitions

In this warranty document:

- a. **Accredited Installer** means any person appointed by Bayer to be an accredited installer of the Kordon Barrier.
- b. **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.
- c. **Building** means the original structure in which the Kordon Barrier is installed (as specified in the Certificate of Compliance).
- d. **Certificate of Compliance** means a certificate issued by an Accredited Installer certifying that installation of the Kordon Barrier complied (amongst other things) with Bayer's recommended installation procedures.
- e. **Installation Date** means the date of installation of the Kordon Barrier, as specified in the Certificate of Compliance.
- f. **Kordon Barrier** means the Kordon Termite Barrier manufactured by Bayer.
- g. **Owner** means the owner of the Building.
- h. **Warranty Period** 6 years from the date of installation of the Kordon Barrier.

## 2. Warranty

- 2.1 Bayer warrants to the Owner that (subject to the exclusions in paragraph 3 below) for the duration of the Warranty Period, the Kordon Barrier will restrict the entry of subterranean termites into the Building **THROUGH THE KORDON BARRIER.**

## 3. Circumstances where warranty does not apply

- 3.1 The warranty in paragraph 2 does not apply where (in Bayer's reasonable opinion) termites are able to obtain entry into the Building as a result of:
  - a. damage, modifications, bridging or other interference with the Kordon Barrier by any person;
  - b. the Kordon Barrier being installed other than by an Accredited Installer in accordance with Bayer's recommended installation procedures;
  - c. alteration, structural modification, or any other changes to the Building which would or may diminish the effectiveness of the Kordon Barrier as a termite barrier;
  - d. the Owner or any other person (including any occupier of the Building) allowing the Kordon Barrier to be bridged or broken by any material or matter through which termites may by-pass the Kordon Barrier and enter the Building;
  - e. the finished ground level around the Building being higher than the maximum height specified in Bayer's installation manual for the Kordon Barrier; or





f. any circumstances beyond the reasonable control of Bayer.

3.2 The warranty in paragraph 2 will also not apply where:

- a. a Certificate of Compliance is not issued in respect of the installation of the Kordon Products;
- b. damage is caused by termites other than subterranean termites; or
- c. termites enter the Building in any way other than by a breach of the Kordon Barrier
- d. annual timber pest inspections have not been carried out in accordance with Australian Standard 3660 series. These inspections must be carried out by a qualified and accredited timber pest inspector.

#### 4. Warranty claim procedure

4.1 If termites are detected in the Building and have found to have gone **THROUGH THE KORDON BARRIER** by a qualified Timber Pest Inspector during the Warranty Period and the Owner wishes to make a claim under this warranty, the Owner must within seven days contact the Bayer Kordon Claims Centre as per below.

**BAYER KORDON CLAIMS CENTRE**  
**1800 634 913**

- 4.2 Any expenses incurred by the Owner in claiming under this warranty (including without limitation postal expenses, telephone calls and time incurred) will be the responsibility of the Owner.
- 4.3 If a claim is made under this warranty the Owner must provide Bayer or its representatives with access to the Building at any times nominated by Bayer (acting reasonably) to enable Bayer or its representatives to inspect the installed Kordon Barrier and any termite damage or activity.
- 4.4 A claim under the warranty in paragraph 2 can only be accepted by Bayer giving notice in writing to the Owner. Any discussion, regardless of content, with Bayer staff or representatives cannot be construed or interpreted as acceptance of a warranty claim.
- 4.5 If Bayer rejects a claim made under the warranty in paragraph 2, Bayer may (but is under no obligation to) provide reasons for the rejection.
- 4.6 For the avoidance of doubt, claims under the warranty in paragraph 2 can only be made during the Warranty Period.

#### 5. Remedies

- 5.1 For the avoidance of doubt, the 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 Bayer under the Australian Consumer Law or any other applicable laws.
- 5.2 If the Kordon Barrier fails to comply with the warranty in paragraph 2 and the Owner makes a claim under that warranty within the Warranty Period which is accepted by Bayer, Bayer will (subject to paragraphs 5.3 and 5.4) without charge to the Owner:
  - a. eradicate the termite infestation, repair the Kordon Barrier where practicable; and/or
  - b. cause the repair or replacement of structural timbers and/or internal timbers damaged by termites.
- 5.3 Bayer will not repair, replace or reimburse the Owner under this warranty for any damage caused by termites to:
  - a. chattels of any nature whatsoever, including (but not limited to) antiques, heirlooms, paintings, and artwork; or
  - b. any pergolas, wiring, extensions to the Building and outhouses.
- 5.4 Bayer's liability for repair and replacement under paragraph 2 of this warranty is limited to a maximum of \$250,000.00 in respect of any one warranty claim.

#### OWNERS RESPONSIBILITIES

The owner of the building during the warranty period ("Owner"), 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 Timber Pest Inspector. Where the termite risk is high or the building type is susceptible to termite attack (e.g. north of the 26th parallel) more frequent inspections (3-6 months) should be undertaken.

These inspection recommendations comply with those outlined in AS 3660 Termite Management Series and AS 4349.1-2010, Inspection of buildings.

If termites are detected or are found to have breached the Kordon barrier, the owner must, within 7 days of such detection, notify Bayer.

Bayer will grant additional specific warranty conditions where required to accommodate high density, commercial constructions, government buildings, etc on documented request.

**NOTE: THIS WARRANTY IS CONDITIONAL TO ANNUAL INSPECTIONS.**

Visit [www.kordonwarrantycentre.com.au](http://www.kordonwarrantycentre.com.au)

