

# Product Warranty

This warranty is given by 2022 Environmental Science AU PTY LTD (trading as Envu™) ABN 49 656 513 923 of Suite 2.06, Level 2, 737 Burwood Road, Hawthorn East, VIC 3123 (Phone number 1800 024 209) in respect of the Kordon Termite System products (as defined on page 3).

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. This warranty document represents 'Six Years' (6) coverage for product failure.

This means if termites have been found to have penetrated (gone through) the Kordon system within the warranty period, subsequent damage will be covered by this warranty (Excluding damage outlined in point 5.3 a & b).

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.

NOTE: This warranty is conditional to annual inspections.  
[www.kordonwarrantycentre.com.au](http://www.kordonwarrantycentre.com.au)

## 1. Definitions

In this warranty document:

- a. Kordon means the Kordon Termite System sold by Envu.
- b. Accredited Installer means any person appointed by Envu to be an accredited installer of Kordon.
- c. 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.
- d. Building means the original structure in which the Kordon is installed (as specified in the Certificate of Compliance).
- e. Certificate of Compliance means a certificate issued by an Accredited Installer certifying that installation of Kordon complied (amongst other things) with Envu's recommended installation procedures.
- f. Installation Date means the date of installation of Kordon as specified in the Certificate of Compliance.
- g. Owner means the owner of the building.

## 2. Warranty

- 2.1 Envu warrants to the Owner that (subject to the exclusions in paragraph 3) for the duration of the Warranty period, Kordon will restrict the entry of subterranean termites into the building through the Kordon.

## 3. Circumstances where warranty does not apply

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

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- b. damage is caused by termites other than subterranean termites;
- c. termites enter the building in any way other than by a breach of Kordon; or
- 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 been found to have gone through the Kordon 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 of such detection contact the Envu Kordon Claims Centre as per below.
- 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 Envu or its representatives with access to the building at any times nominated by Envu (acting reasonably) to enable Envu or its representatives to inspect the installed Kordon and any termite damage or activity.
- 4.4 A claim under the warranty in paragraph 2 can only be accepted by Envu giving notice in writing to the Owner. Any discussion, regardless of content, with Envu staff or representatives cannot be construed or interpreted as acceptance of a warranty claim.
- 4.5 If Envu rejects a claim made under the warranty in paragraph 2, Envu 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.
- 4.7 Envu may require you to sign an acknowledgment and or a release in order to process a claim.

ENVU PROTECTION CLAIMS CENTRE

**1800 552 802**

## 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 Envu under the Australian Consumer Law or any other applicable laws.
- 5.2 If Kordon 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 Envu, Envu will (subject to paragraphs 5.3 and 5.4) without charge to the Owner:
  - a. eradicate the termite infestation, repair Kordon where practicable; and/or
  - b. cause the repair or replacement of structural timbers and/or internal timbers damaged by termites.
- 5.3 Envu 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 Envu'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, shall arrange for thorough and regular inspection of the building for the presence of termites at intervals not exceeding 12 months by an Envu 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 Kordon, the owner must, within 7 days of such detection, notify Envu. Envu will grant additional specific warranty conditions where required to accommodate high density, commercial constructions, government buildings, etc. on written request.

