

## Product Warranty

TO: Warranty Holder

### Retaining Wall Warranty

WRB Group Holdings Pty Ltd (QBCC Licence No. 15065209) ABN 47 620 599 377 (WRB) warrants that if the structural integrity of the retaining wall supplied and installed by WRB for the Project, fails as a direct result of it not having been reasonably fit for its purpose at the time of its installation, WRB will for the term of 15 years commencing from the Installation Date, repair the retaining wall or compensate the Warranty Holder in accordance with the following terms and conditions:

### Subject Retaining Walls

This warranty is provided only for retaining walls constructed by WRB in accordance with records maintained by WRB. Details for retaining walls constructed by WRB on a specific lot can be obtained from WRB on request by a Warranty Holder. The retaining wall warranty does not extend to cover any liability, loss or damage, consequential or otherwise however suffered or incurred as a direct or indirect result of the supply or installation of the retaining wall by WRB. This product warranty is in addition to other rights and remedies under the consumer law (see additional benefit).

### Claim

You must make a claim under this product warranty within 3 months of becoming aware, or when you should reasonably have become aware, of the failure in the structural integrity of the retaining wall by providing WRB with written details of:

- (a) the failure sufficient to enable WRB to assess the claim;
- (b) the name of the estate, lot number and street address where the failure occurred; and
- (c) your name, street address, email address, daytime telephone number and interest in the land,

by email to [admin@wrbconstruction.com.au](mailto:admin@wrbconstruction.com.au) or post to PO Box 4411, Gumdale QLD 4154.

### Assessment

WRB will assess your claim within a reasonable time, and give you written notice of WRB's assessment of your claim.

If in assessing your claim, WRB requires you to make the retaining wall available for inspection, you will make it available for inspection by WRB within a reasonable time.



If WRB assesses that failure in the structural integrity of the retaining wall has occurred as a direct result of it not having been reasonably fit for its intended purpose at the time of its installation, WRB will take one of the following actions (the election of which will be made by WRB in WRB's absolute discretion) within 28 days after giving you written notice of WRB's assessment of your claim:

- (a) repair the retaining wall; or
- (b) compensate you for the reasonable cost to repair the retaining wall.

#### Exclusions & Limitations

WRB will not have any liability to you under this product warranty if:

- (a) the retaining wall is altered, modified or damaged by any person, thing or weather event outside of the Design Scope after the Installation Date.
- (b) the retaining wall is not reasonably maintained, and failure of the retaining wall is accelerated as a result. To avoid any doubt, the Warranty Holder's obligations include but are not limited to ensuring that:
  - no open excavations, alterations or modifications are permitted within the zone of influence without Engineering assessment in writing.
  - no structures or trees are installed within the zone of influence (both above and below the retaining wall) without Engineering assessment in writing
  - water is not permitted to pond within the zone of influence above or below the wall
  - any site works within any individual allotment must not disrupt the wall drainage including limiting discharge from the retaining wall
  - no machinery is to be used above the retaining wall where it would result in a load more than the 5kPa as this may cause deformation of the wall components
  - the wall height is not to be raised by any method, including bolting on or constructing an additional retaining wall above, without obtaining an Engineering assessment of the effects on the wall (noting that installation of a solid 1.8m boundary fence on or adjacent to the wall (depending on boundary location and/or agreement with neighbour) is acceptable provided consideration is given to the items raised above).
- (c) you are not the Warranty Holder;
- (d) you fail to make a claim under this product warranty strictly within 3 months of becoming aware, or when you should reasonably have become aware, of the failure in the structural integrity of the retaining wall.

#### Transfer of warranty



The benefit of this warranty may be transferred to a new land owner if the property is sold subject to:

- The Warranty Holder making a written request to WRB; and
- WRB agreeing in writing to transfer the benefit of the warranty (acting reasonably).

#### Additional Benefit

The benefits provided to you under this product warranty are in addition to other rights and remedies, including any right or remedy under the Australian Consumer Law, you may have at law, in equity or under statute.

#### Definitions

**Developer** means Mirvac Queensland Pty Limited

**Warranty Holder** means the lawful owner of the land where the owner:

- is the Developer;
- is the first transferee when the Developer transfers ownership of the land (subject to the first transferee registering the warranty with WRB within 3 months of transfer of the land); or
- has WRB's written confirmation that the warranty has been validly transferred to them.

**Installation Date** means the date on which the relevant Form 16 is signed.

**Zone of Influence** means the area adjacent to the retaining wall within which any changes to ground conditions may have an impact on the performance of the retaining wall.

**Design Scope** means the codes which are outlined in the Form 15 to identify how the retaining wall has been designed.

**Project** means the Everleigh subdivision development undertaken by the Developer at Teviot Road, Greenbank in the State of Queensland.

