

Notice: Warranty coverage exists only between the Buyer and the person or entity entering the contract, and ShowerSeal Plus PTY LTD. The Warranty coverage is based on quotations issued directly by the representatives of ShowerSeal Plus PTY LTD This warranty is not related to any other builders or sub-contract base workers.

1. Planning and Commencement

- 1.1 Plan and requirements for work is only to be done under the quotation provided and confirmed by ShowerSeal Plus PTY LTD.
- 1.2 The property owner must notify ShowerSeal Plus PTY LTD of any issues that may affect the ability of ShowerSeal Plus PTY LTD to undertake the work, such as repair work done in prior, or any forms of third-party reports in relation to the site or work, before the work commences.
- 1.3 ShowerSeal Plus PTY LTD will carry out a visual and physical inspection. All quotes provided are only for the tiled/ grouted area. Should there be any external factors that may contribute towards any leak or hidden damage, then the owner should either organise a plumber or building inspectors on site to obtain proper reports.
- 1.4 Possible slight changes to shades in tile appearance may depend on suppliers or circumstances.
- 1.5 Such change in appearance will not be regarded as a defect under this contract. It will also not be regarded as a breach of the warranty.
- 1.6 All working areas should be completely dry and be in a workable condition prior to the commencement of the work.

2. Plumbing and Painting

- 2.1 The price from ShowerSeal Plus PTY LTD does not include the cost of plumbing. The Buyer should contact a plumber for any plumbing issues that may be related to the work, including the relocation of drainage.
- 2.2 ShowerSeal Plus PTY LTD will not do any painting work.
- 2.3 ShowerSeal Plus PTY LTD can recommend other trades for the property owner, such as plumbers or carpenters; however, ShowerSeal Plus PTY LTD does not take any responsibility in relation to their work and/or defects.

3. Defects, Movement

- 3.1 ShowerSeal Plus PTY LTD is not liable for any damage to framework or structure, or tiles, faults, defects, deterioration, or any other issues in regard to work that were not evident or clearly visible at the time of the initial inspection on site.
- 3.2 It should the ShowerSeal Plus PTY LTD have to deal with any underlying defects and carry out an additional arising work, the quote may increase to take account of the additional work.
- 3.3 If the work includes a balcony repair, the warranty coverage is not liable for any arising from the movement of the structure on which work has been carried out, including latent defects.
- 3.4. ShowerSeal Plus PTY LTD will not carry out the work if any health and safety problems occur on site. The buyer will be requested to rectify the problem at their own expense. This may cause delay in the completion date.

4. Payment

- 4.1 The buyer must pay the full amount of payment within the 30 days of the completion date in order to have the warranty coverage.
- 4.2 ShowerSeal Plus PTY LTD has the right to ask the owner up to 20 percent of the total amount of payment as deposit. This will be taken as the commencement fee, which should be accounted for with the final payment.

5. Completion Time

- 5.1 ShowerSeal Plus PTY LTD will undertake and complete the work within a reasonable time frame.
- 5.2 ShowerSeal Plus PTY LTD is entitled to a reasonable time extension in the event of delays to the work, such as ordering and supplying of the materials or problems of previously agreed variations.

6. Statutory warranties

- 6.1 The work will be performed properly by following the plans and specifications set out. The warranty, however, does not cover any defects, faults or failure caused by the property owner's mistake, misuse, or mismanagement.
- 6.2 All materials supplied by ShowerSeal Plus PTY LTD will be in good condition, and well and truly suitable for their purposes.
- 6.3 All other suggested, offered, or recycled materials from the property owner, which were not directly supplied by ShowerSeal Plus PTY LTD, are not covered by the warranty.
- 6.4 Any materials used in processing the work will be in reasonable conditions for the specified purpose and the buyer's desired outcome.
- 6.5 The buyer is to fully rely on the skills and judgement of ShowerSeal Plus PTY LTD for any particular purpose for the required work, or the buyer's desired outcome.
- 6.6 The statutory warranties applying to the work performed under ShowerSeal Plus PTY LTD remain the obligation and liability only between the buyer and the company that charged and invoiced. These warranties are not transferable in any circumstances.

7. Access

- 7.1 The buyer must provide access for any ShowerSeal Plus PTY LTD trades to commence and carry out the work as required during the working hours (Monday-Friday, 8am-5pm).
- 7.2 The buyer / tenant must remove their personal belongings at the work site before the commencement of the work. ShowerSeal Plus PTY LTD will not take responsibility for the loss of or damage to the personal belongings.

8. Clean up

8.1 Upon completion of the work, ShowerSeal Plus PTY LTD must remove all rubbish in regards to the work. ShowerSeal Plus PTY LTD will not accept any liability for the rubbish, materials and surplus dust that are not related to their work.

9. Misrepresentation

9.1 In case of the property owner or their employees, agents or contractors making any misrepresentation to ShowerSeal Plus PTY LTD, causing additional work or visit, this additional work will be dealt as a variation, and will be calculated as an additional price. ShowerSeal Plus PTY LTD may refuse to carry out such additional work.

10. Product Warranty

10.1 Most of the major products come with a ten-year manufacturer's warranty and the buyer is entitled to a replacement or refund or compensation for a major failure. In the event of a defect claim, the property owner must follow the claim procedure provided on the products.

11. Entire contract

11.1 This entire contract, together with any other documents, agreed quotations and remittance deposit for the commencement of the work, constitutes the contract between ShowerSeal Plus PTY LTD and the buyer. This contract does not include builders, contractors or other representatives from other companies.

12. Notice of claim

- 12.1 The buyer must provide a written notification to ShowerSeal Plus PTY LTD within 10 business days after becoming aware of any matter or potential defect which may be claimable. 12.2 The buyer must allow ShowerSeal Plus PTY LTD to rectify any defect that is capable of rectification
- 12.3 If the rectification is required to be carried out further, ShowerSeal Plus PTY LTD will provide a further notice to the buyer in advance.
- 12.4 ShowerSeal Plus PTY LTD is not liable to rectify any pre-existing issues when undertaking a site inspection. ShowerSeal Plus PTY LTD is entitled to charge the buyer a call-out fee (\$95) for the relevant amount of time of the inspection.

13. Termination of contract

This contract will terminate when:

13.1 ShowerSeal Plus PTY LTD fails to complete the work within a reasonable time;

- 13.2 The buyer fails to make any payment due under this contract;
- 13.3 The buyer denies any ShowerSeal Plus PTY LTD trades' access to the site.

14. Authority

14.1 The buyer may give a permission to a third-party person to enter in this contract on behalf of them; however, the property owner should read and understand this contract before entering it.