

50-Year Structural Warranty

This guarantee is given in addition to any guarantee, statutory insurance or home builders liability scheme in force in Australia and is subject to the terms below. The 50-year structural warranty applies to contracts issued prior to 31st of December 2020. Contracts issued prior to 31st of December 2020 are not eligible for Lifetime Warranty. The 50-Year Structural Warranty is specific to the initial purchaser and is not transferable to new owners of the home.

Rivergum's 50-Year Structural Warranty is separate from and in addition to any applicable statutory warranty periods.

Rivergum's Responsibility

We will rectify at our cost structural defects requiring rectification pursuant to the Building Code of Australia and any relevant Australian Standards, where it is proven to be the builder's fault, limited to:

- foundation systems, concrete and or strip footing as specified in Australian Standard AS 2870 (Residential slabs and footing – Construction);
- structural timbers and steel in wall or roof framing as specified in Australian Standard AS 1684 (Residential timber-framed construction); and
- load bearing brickwork as specified in Australian Standard AS 4773 (Masonry in small buildings).

Your Responsibility

It is a condition of the Rivergum Homes' 50-Year Structural Warranty that you maintain your home in accordance with the 'Rivergum Home Maintenance Guide' and the CSIRO's 'Guide to Home Owners on Foundation Maintenance and Footing Performance', copies of which are provided to you at handover. If you do not do so, this will void your 50-Year Structural Warranty.

Exclusions

The Rivergum Homes 50-Year Structural Warranty does not apply in the following circumstances:

- Any loss arising from non-compliance with your responsibilities outlined above;
- Site conditions that are experienced post settlement that are outside of our control;
- Damage caused by storms, fire, flooding or an act of God;

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- Damage caused by trees growing near the footing of your home;
- Fair wear and tear;
- Misuse or neglect;
- Minor cracking (as defined in AS 2870, Appendix B);
- Any renovations, additions or other structural changes (including significant landscaping and pools) undertaken to the home post settlement;
- Any defects repaired or modified by unqualified or unauthorised personnel;
- Any structural failure caused by anything other than our faulty workmanship or our negligent supply of defective materials;
- Any unforeseen influences that the builder may not have been aware of;
- For the avoidance of doubt this structural warranty does not cover items of a non-structural nature such as any marks or scratches to bench tops, vanities etc. in addition to any appliances installed in your home. Please refer to the product manufacturer for details of any relevant warranties.

Who is eligible to make a claim under the 50-Year Structural Warranty?

The Rivergum Homes 50-Year Structural Warranty is provided to the initial purchaser of any home constructed by Rivergum Homes, subject to the above conditions being met and where the claim is made no later than 50 years after the date of the Occupancy Permit. The 50-year structural warranty applies to contracts issued prior to 31st of December 2020. The 50-Year Structural Warranty is not transferable.