



## TERMS & CONDITIONS

### 1. SCOPE OF WARRANTY

We warrant that a basement wall constructed using Dincel Products and DCI Services in accordance with the Dincel Construction Manual will be Waterproof for 10 years, subject to the conditions, exclusions, and limitations below, including in relation to nominated installers, the use of SCC and supervision by DCI.

The Warranty Period may be extended to a total warranty period of up to 50 years subject to clause 8 below.

If you are a Consumer, the benefits provided by this Warranty are in addition to other rights and remedies available to the Consumer under the law.

### 2. WARRANTY CONDITIONS

This Warranty applies only if each of the following Warranty conditions are satisfied.

- (a) your project Site is located within a Warranty coverage area namely the Greater Sydney Metropolitan or as otherwise stated in the DCI Waterproof Warranty Application Form;
- (b) you have:
  - (i) prior to Installation:
    - a. obtained a Dincel Void Free Warranty from Dincel in relation to the Basement Walls (and obtained a corresponding ID number for that warranty from Dincel);
    - b. provided DCI with a fully completed DCI Waterproof Warranty Application Form in relation to the Basement Walls;
    - c. ensured that detailed inspection test plans (ITPs) and Shop Drawings have been developed and there is no inconsistency or discrepancy between the details in the ITPs and Shop Drawings and the Construction Documentation;
    - d. entered a contract with DCI for DCI to perform the DCI Services; and
    - e. obtained geotechnical engineering report which confirms the Ground Water Table Position;
  - (ii) as part of the DCI Waterproof Warranty Application, provided DCI with:
    - a. the geotechnical engineering report referred to in clause 2(b)(i) e;
    - b. the complete plans for the:
      - i. basement including the basement floor levels along the basement walls; and
      - ii. slab soffits levels above basement walls; and
    - c. approval of Shop Drawings prepared by DCI;
  - (iii) ensured that
    - a. the Responsible Engineer has specified that Dincel reo clips (or similar) be used in the Basement Wall to ensure correct reinforcement placement;
    - b. the Basement Wall is continuous at least 0.5m above the Ground Water Table position;
    - c. the Responsible Engineer has designed the Basement Walls for hydrostatic pressure if ag lines are not incorporated or not maintained, and otherwise as necessary;
    - d. the Approved Shop Drawings are fully integrated in all Construction Documentation;
    - e. Habitable Space use areas are clearly marked on the documentation; and
    - f. footings which do not bear directly on rock or hard shale:
      - i. have piles or piers bearing on rock or hard shale (to avoid or minimize long term foundation or differential settlement due to ground movement); or
      - ii. will be the subject of a site and photographic survey at the slab/footing to wall junction at 5m (maximum) intervals by a registered surveyor within 5 days after OC; and
  - (iv) during Installation:
    - a. ensured that the ITPs and Shop Drawings for the Installation of the Basement Walls and related areas are complied with;
    - b. received formal confirmation from DCI (both before and after pouring of the footing slab) that the slab and DWS has been formed correctly and in accordance with the Dincel Construction Manual;
    - c. ensured that the Responsible Engineer has conducted sufficient inspections to satisfy himself or herself that reinforcement has been fixed in the correct location; and
    - d. ensured that the Sump Pit is operational prior to Basement Wall Installation;
  - (v) after Installation:
    - a. you have obtained a site and photographic survey referred to in clause 2 (b) (iii)e.ii. if the Basement Wall has footings which do not bear directly on rock or hard shale and/or do not have piles or piers bearing on rock or hard shale; and
    - b. for Habitable Space, you have constructed a suitable inner skin dry wall beyond the Basement Wall and perimeter dish drain, on top of the monolithic slab or monolithic hob; and
  - (vi) generally:
    - a. promptly and adequately rectified any Installation non-compliances; and
    - b. promptly and upon our reasonable request provided documentation to DCI demonstrating compliance with the above requirements; and
- (c) DCI has:
  - (i) prior to Installation:
    - a. reviewed your DCI Waterproof Warranty Application Form and (if you have satisfied the requirements specified in it) supplied you with a Waterproof Warranty ID Number; and
    - b. reviewed and confirmed the adequacy of the ITPs; and
  - (ii) during Installation, attended Site at appropriate stages of Installation particularly:
    - a. at the completion of slab formwork prior to pouring of footing
    - b. slab to confirm correct Installation of the DWS;
    - c. during footing slab pouring to ensure the DWS are cast in correctly;
    - d. prior to Basement Wall erection to install (or observe the Installation of) Dincel Hoses;
    - e. after Basement Wall Installation and prior to Basement Wall pouring to install injection point hardware and to confirm correct Basement Wall Installation (including ensuring a debris free, clean and level rebate surface);
    - f. during Basement Wall pouring to ensure correct practices as per Dincel Construction Manual are followed; and
    - g. otherwise as necessary to confirm that all Warranty requirements are being complied with, and the construction of the Basement Wall is consistent in all respects with ITPs and Shop Drawings as far as we are aware; and
- (d) DCI (or another Dincel Nominated Contractor) has:
  - (i) supplied and installed all Dincel Hoses; and
  - (ii) injected the Basement Walls with the Dincel Resin:
    - a. at least 30 days after the Basement Walls have been filled
    - b. with Compliant SCC;
    - c. after completion of all Basement Wall backfilling;
    - d. after the ending of any dewatering activities; and
    - e. after completion of total structural works, only if the footings do not bear directly on rock or hard shale or if piles or piers do not bear on rock or hard shale; and
- (e) all other Warranty requirements in this document have been satisfied and none of the exclusions in clause 3 apply.

### 3. EXCLUSIONS AND LIMITATIONS

- (a) The Warranty does not cover or apply to:
  - (i) any Installation where the DWS and the Basement Wall is not a fully closed loop;
  - (ii) any Installation/detailing that does not comply fully (or is in any way inconsistent) with the Shop Drawings, ITPs and Dincel Construction Manual. Any Installation/detailing at variance to this must have the prior written approval of DCI;
  - (iii) free standing retaining walls;
  - (iv) any Installations with curved walls (unless shape, size and installation methodology are approved by DCI);
  - (v) any installation where any penetrations, of any type, in the Basement Wall of any type are not at least 500mm above the Ground Water Table Position and also 500mm above the footing slab junction;

- (vi) any cast in sleeves for service pipes not installed by DCI and any waterproofing between a service pipe and a cast in sleeve;
- (vii) corners of angles different to 90-degree square faced corners (unless the corners are waterproofed with approved waterproofing bandage at the earth/water face by the basement wall installer);
- (viii) building with Dincel profile off-cuts or stack-built walls including where horizontal butt joints are created in vertical Dincel Panels;
- (ix) any Installation that fails to comply with the Dincel Void Free Warranty requirements;
- (x) any Installation where there is no clear, unobstructed access to the Dincel Hose injection points or damaged injection points for re-injection purposes;
- (xi) any Installation where the Dincel Panel has been compromised before, during or after Installation, including panels damaged from drilling or cutting not detailed in the approved Shop Drawings, panels that are punctured or panels compromised for any other reason (except for any "punctures" as a result of screws used in securing bracing which are plugged in accordance with the Dincel Construction Manual);
- (xii) any Sites prone to or subjected to foundation movement, or earthquakes;
- (xiii) any Basement Walls not located at the address nominated in the DCI Waterproof Warranty Application Form;
- (xiv) any Installation that does not have a monolithic and drained dish drain with a Sump Pit and pump out facility;
- (xv) any Installation where concrete has been poured whilst water is present in the rebate;
- (xvi) any Sites where Sump Pit pump out facility, agricultural drains, dish drains and any other miscellaneous water drainage infrastructure have not been maintained to ensure ongoing design performance (or where such maintenance has not been fully documented);
- (xvii) any Installation where the earth face of the Dincel Basement Wall skin has not been protected during the placement of backfilling (which should consist minimum 100 mm thick free draining granular material or mass concrete);
- (xviii) waterproofing of footing slab;
- (xix) dampness as a result of internal air temperature/moisture/ condensation; and
- (xx) requirements for dehumidification and/or air conditioning to manage internal air temperature/moisture/condensation, which are to be determined and put in place by others.

(b) This Warranty applies only to you, and cannot be transferred or assigned without the prior written consent of DCI.

(c) Notwithstanding anything to the contrary in this Warranty, we will not be liable under this Warranty for (and this Warranty does not extend to) any claims for Consequential Loss as a result of or in any way connected with the Dincel Products, DCI Services, Dincel Compliant Systems, or the waterproofing nature of the Installation, except to the extent permitted by law.

#### 4. WHAT YOU MUST DO TO CLAIM ON THE WARRANTY

To make a claim under this Warranty, you must provide a written notice to us which complies with each of the following requirements including with respect to content and timing (Warranty Claim):

- (a) provide written notice to us setting out or attaching:
  - (i) details of the Water Ingress or Damp Patch(es), including photographs, a plan layout showing the location of areas of concern and the area of each individual Damp Patch (if there is more than one);
  - (ii) your details, including name, address, contact person, contact number and contact email;
  - (iii) the status of the construction works at the Site;
  - (iv) the Warranty ID Number;
  - (v) if a survey is required by clause 2 (b) (iii) e (ii), a copy of a corresponding and equivalent survey taken at the time of the Warranty claim; and
  - (vi) any other details and supporting documentation necessary to demonstrate compliance with all requirements in clause 2 above, or otherwise reasonably required by us; and
- (b) provide the notice promptly and in any event:
  - (i) prior to having any other party investigate and/or attempt to rectify the issue;
  - (ii) prior to any destructive testing being undertaken; and
  - (iii) within seven (7) calendar days of locating the Water Ingress or Damp Patch(es).

#### 5. WHAT WE WILL DO IF A WARRANTY CLAIM IS MADE

If you make a Warranty Claim we will take the following steps:

- (a) check to ensure Installation complies fully with approved Shop Drawings and ITPs;
- (b) review the details provided at clause 4 above and visit the Site to investigate the Water Ingress and/or Damp Patch(es). If invasive investigations are required, we will liaise with you to perform them;
- (c) once the above investigations have been completed, determine whether the conditions of the Warranty have been satisfied or not (for example because of any exclusions or limitations apply); and
- (d) provide you with written notice of our determination as to Warranty coverage.

Thereafter:

- (e) if the Warranty is determined to respond to the Warranty Claim, subject to clause 7, we will, at our cost:
  - (i) develop a plan to rectify the leak through re-injection of resin only;
  - (ii) implement the plan for rectification in conjunction with you; and
  - (iii) pay for any reasonable third-party costs incurred by you in meeting the requirements of clause 4 above; and
- (f) if the Warranty does not respond to the Warranty Claim, and the Claim does not arise from any defect in the Dincel Products and DCI Services for which we are legally responsible:
  - (i) you must, if we so require, pay our reasonable costs of performing the investigations referred to in clause 5 (a), (b), and (c) above; and
  - (ii) we will not be responsible for rectification of the defect.

Except as provided in Clause 5 (d) above, you must bear the expense of claiming under this Warranty.

#### 6. DETAILS OF PERSON GIVING THE WARRANTY

The Warranty is given by Dincel Installation Pty Ltd, ABN 32 610 315 458 of 101 Quarry Road, Erskine Park NSW 2759. Our telephone number is (02) 9670-1633 and email address is enquiry@dincel.com.au.

All claims should be sent to Dincel Installation Pty Ltd at the above email address.

#### 7. MANDATORY ACL STATEMENT FOR CONSUMERS

This part 7 only applies to the extent that you are a Consumer. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

#### 8. EXTENSION OF WARRANTY FOR UP TO 50 YEARS

The Warranty Period may be extended by DCI for a further 10 years provided that, within the last 3 months of the end of the Warranty Period:

- (a) you have duly completed the Warranty Extension Application Form current as at the date of submission to DCI;
- (b) (If footings are not bearing on rock or hard shale) you have provided us with a recent site and photographic survey by a registered Surveyor of the slab/footing to wall junction at 5m (maximum) intervals to assess building settlement, together with a comparison between that survey and the one previously obtained (as detailed in clause 2 (b) (iii) e ii above or provided in the previous warranty extension application);
- (c) DCI has fully inspected the Site to ensure that they are fully aware of the building condition;
- (d) we have approved the warranty extension (which we may do in our absolute discretion but which we will not unreasonably refuse) by notice to you; and
- (e) you have paid to DCI in full all costs involved as part of the warranty extension, including all other warranty extension fees (as advised to you by DCI at the time of the warranty extension application).

You may seek a maximum of 4 extensions to the Warranty Period, so that the aggregate total Warranty Period may extend to 50 years.

## 9. DEFINITIONS

In this document:

**Basement Wall** means a basement wall constructed using Dincel Products and DCI Services in accordance with the Dincel Construction Manual.

**Beading Of Water** is the state in which individual droplets of water (held by surface tension effects) form on the wall and adhere to the wall. The water beads do not coalesce with each other. The beads remain stationary and do not flow.

**Compliant SCC** has the meaning given in the Dincel Void Free Warranty.

**Consequential Loss** means any actions, claims, costs, charges, damages, expenses, liabilities, losses or damages relating to: (a) use, production, income profits, savings, delay, disruption, goodwill, operating costs, financing, data, records or tangible/intangible property; (b) any other economic special, indirect or consequential loss or damage; and (c) any third party cost, expense, loss and damage, including liquidated damages payable to third parties in connection with delay or performance guarantees.

**Consumer** has the definition in section 3, Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Construction Documentation** means that all documentation required to comply with building authority requirements including Design and Building Practitioners Act 2020 (NSW).

**Damp Patch** means when touched, a damp patch may leave a slight film of moisture on the hand, but no droplets of water or greater degree of wetness are left on the hand. On a concrete surface a damp patch is discernible from a darkening of the colour of the concrete.

**DCI, we, our and us** are used interchangeably to refer to Dincel Installation Pty Ltd, ABN 32 610 315 458.

**DCI Services** means the following services by DCI: (a) Installation of Dincel Hoses and/or injection of Dincel Resin by DCI (or supervision of the Installation of the Dincel Hoses and/or injection of DCI Resin by another Dincel Nominated Contractor) and (b) the activities set out in clause 2(c)(ii).

**DCI Waterproof Warranty Application Form** means the most recent DCI Warranty Application Form as at the date of purchase of the DCI Services, a copy of which is obtainable on the Dincel website at <https://www.dincel.com.au/>.

**Dincel** means Dincel Construction System Pty Ltd, ACN 083 839 614.

**Dincel Nominated Contractor** means an independent contractor nominated by DCI from time to time to install either Dincel Products or Dincel Compliant Systems.

**Dincel Compliant Systems** means Dincel Hoses and Dincel Resin.

**Dincel Construction Manual** means the most recent Dincel Construction Manual and the Dincel Construction Manual Waterproof Addendum as at the date of Installation. a copy of which is obtainable on the Dincel website at <https://www.dincel.com.au/>.

**Dincel Construction Manual Waterproof Addendum** means the most recent Dincel Construction Manual Waterproof Addendum as at the date of Installation, a copy of which is obtainable on the Dincel website at <https://www.dincel.com.au/>.

**Dincel Hoses** means Dincel injection hoses and related components as specified in the Dincel Construction Manual Waterproof Addendum.

**Dincel Panels** means the Dincel permanent polymer formwork products as described in the Dincel Construction Manual.

**Dincel Products** means those products detailed in the Dincel Construction Manual.

**Dincel Resin** means Dincel resin as specified in the Dincel Construction Manual Waterproof Addendum.

**Dincel Void Free Warranty** means the warranty against void(s) in Dincel Products, the terms of which are obtainable on the Dincel website at <https://www.dincel.com.au/>.

**DWS** means the Dincel Water Stop Product described in the Dincel Construction Manual.

**Ground Water Table Position** means the highest potential ground water position which includes permanent (perched water table), tidal water position due to sea/river level movement and storm water movement above each relevant wall-footing slab junction for the period of warranty.

**Habitable Space** (room) includes bedroom, living room, lounge room, music room, television room, kitchen, dining room, study (office), playroom (including gymnasium), home theatre, workshop and storage.

**Installation** means the installation of the Dincel Products and Dincel Compliant Systems and includes erection, steel placement and/or concrete placement works.

**ITPs** means Site specific inspection test plans developed by you based on the DCI generic inspection test plan template.

**OC** means the issuance of an occupation certificate in relation to the project.

**Responsible Engineer** means the engineer responsible for the design of the structure in which the Dincel Products and Dincel Compliant Systems are installed or otherwise the engineer with the relevant certification authority.

**SCC** means self-compacting concrete.

**Site** means the location(s) at which Installation occurs.

**Shop Drawings** means a set of fabrication drawings prepared by DCI for the Site (based on the information provided by you in clause 2 (b)(ii)) which includes details of all Basement Wall locations, elevations, footing steps and wall heights (relative to each footing step) and the detail at the top and bottom of the Basement Wall (such details taken from the Dincel Construction Manual) which are required to manufacture the length of products to be used in the Site. The fabrication drawings will also show any service pipe wall penetration above the wall -footing/slab junction, and the location of the Ground Water Table Position for recording purposes.

**Sump Pit** is a pump-out pit, connected to the dish drain, for the collection of groundwater, stormwater or any other water.

**Water Ingress** means water ingress which is evident.

**Waterproof** means:

- for habitable underground spaces: No evidence of Beading of Water on the inner dry wall (installed by others) and no evidence of a Damp Patch;
- for non-habitable underground spaces: No evidence of Weeping of Water on the wall or in the dish drain (beading of water is permitted) and no individual Damp Patch on the wall or in the dish drain which has an area greater than 0.1m<sup>2</sup> (equivalent in area to an A3 sheet of paper) on the wall or in the dish drain, for any 5m length of wall.

**Warranty** means the waterproof warranty set out in this document.

**Warranty Claim** means a claim by you under this Warranty, provided that the claim complies with the requirements of clause 4 of this document.

**Warranty Extension Application Form** means the document of that description issued by DCI.

**Warranty Period** means a period of 10 years from the date of completion of the construction of the Basement Wall.

**Weeping Of Water** is the state in which droplets of water form on the surface of the wall and coalesce with other droplets. The coalesced water does not remain stationary on the wall surface, but instead flows down the wall.

**Extension Form** as at the date of your request to extend the Warranty Period.

**Warranty Period** has the meaning given in clause 1 of this document, as extended pursuant to clause 8.

**you** means the person that purchased the Dincel Products and DCI Services from. us or to whom the Warranty has been transferred with the consent of DCI Services.

## 10. MISCELLANEOUS

- Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
- A reference to "includes", "including" and "include" are to be read as if followed by the words "without limitation". A reference to a person includes an individual, firm or a body, corporate or unincorporated.
- No rule of construction applies to the disadvantage of the person who prepared this document.
- If any provision contained in this document is held by a court or tribunal to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.
- This document is governed by the law of New South Wales and the parties submit to the courts of New South Wales in respect of any dispute arising.
- Nothing in this document affects any limitations or liability, or other
- qualifications and limitations, in any sales contract between us and you.