SCHEDULE 6A
DEED OF WARRANTY

C10511 - SANDBAR

Joinery Package

This Deed Poll is made the of 26th July **20**23 .

PARTIES

MPG Belconnen Pty Ltd
ACN 606 476 859

(the **"Principal"**)

AND

MPG Constructions Queensland Pty Ltd
ACN 614 877 744

(the **"Builder"**)

AND

Mayneline Joinery Pty Ltd
ACN 614 891 315

(the **"Subcontractor"**)

RECITALS

A. The Builder and the Subcontractor have entered into the Subcontract to perform the Works.

B. The Principal has entered into a contract with the Builder for completion of the Project.

C. The Subcontractor has agreed to give the warranties and indemnities described in this deed in favour of the Principal and the Builder and to otherwise perform the obligations imposed on it under this deed.

OPERATIVE PROVISIONS

1. **Warranty**

1.1. The Subcontractor represents and warrants to the Principal and the Builder that all work performed and all materials supplied by the Subcontractor as part of the Works will:

(a) comply in all respects with the requirements of the Subcontract;

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(b) without reducing or limiting any higher standard or specification or requirement of the Subcontract comply with the applicable building industry standards, including (without limitation) the Building Code of Australia and any applicable Australian Standard, to the extent that the quality of the materials or standard of workmanship is not specified in the Subcontract; and

(c) be fit for the purposes of which they are required.

1.2. The Subcontractor further represents and warrants to the Principal and the Builder:

(a) perform the obligations of the Subcontractor under the Subcontract in so far as they relate to the Works to a standard of care, skill, judgment and diligence to a standard, commensurate with a competent contractor experienced in work of a similar nature to the work under the Subcontract and in accordance with the terms of the Subcontract;

(b) provide suitably qualified staff to a standard, commensurate with a competent contractor experienced in work of a similar nature to the work under the Subcontract; and

(c) ensure all the Works when completed will comply with the Subcontract and be free from defects and deficiencies.

2. Warranty Period

2.1. The Subcontractor provides the warranties in clause 1 in relation to the relevant works and materials described below for the following Warranty Period, commencing from the Date of Practical Completion:

Description	Warranty Period
Structural	
Precast Concrete	10 years
Concrete - Place	10 years
Concrete - Supply	10 years
Structural Steel	10 years
Architectural	
Waterproofing – external and tanking	10 years
Waterproofing – wet areas – materials	10 years
Waterproofing – wet areas – workmanship	10 years
Light Steel Framing	10 years
Roof Access Safety System	10 years
External Cladding	10 years
Glazed/Aluminium/Stainless Steel Balustrades	10 years
Roofing	10 years
Glass Doors and Windows	10 years
Glazed Facades	10 years
Façade - Curtain Wall	10 years
Grilles and Screens including louvres	10 years

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Description	Warranty Period
Frameless Glass Assemblies	10 years
Powdercoating	10 years
Ceilings (suspended plasterboard and grid system)	3 years
Partitions and linings	3 years
Toilet Cubicles	3 years
Metalwork including fencing	7 years
Ceramic Tiling and adhesives	5 years
Suspended Plasterboard Ceilings	2 years
Carpet	7 years
Timber Floor Finishes	5 years
Painting (internal)	5 years
Painting (external)	10 years
Stone Finishes and adhesives	5 years
Stainless Steel including fittings	3 years
Door Hardware	2 year
Signage all types including fixings and support	3 years
Blinds/ Window Coverings	5 years
Metal Finishes - Shop Applied	10 years
Masonry	5 years
Door and Door Frames (non-fire rated)	3 years
Fire Rated Doors and Frames	5 years
Roller Shutters	1 years
Automatic Sliding Doors - Structural	5 years
Mirrors	5 years
Cement Render	5 years
External Paving	5 years
Terrazzo	5 years
Epoxy Floor Finishes	5 years
Painted floor finishes including Linemarking	3 years
Carpentry	5 years
Joinery 2years workmanship. 5years Board	5 years
Resilient Flooring & Adhesives	5 years
New & Recycled Timber – Structure Only	3 years
Floor Mats & Frames	5 years
Whitegoods	Per Manufacturer Warranty
Sanitary fixtures and tapware	Per Manufacturer Warranty
Landscaping Maintenance	1 year
Lifts/ Vertical Transportation	
All Equipment and installations	1 year
Electrical	
All installations and workmanship	1 year
Light fittings	3 years excluding lamps
All plant and equipment.	Per Manufacturer Warranty
Mechanical Services	
All installations and workmanship	1 year
All plant and equipment.	Per Manufacturer Warranty

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Fire Protection Services	
All installations and workmanship	1 year
All plant and equipment.	Per Manufacturer Warranty
Hydraulic Services	
Gas Services (including pipes and metres)	10 years on pipework installation, all other items as per manufacturer warranty, Gas Hot Water by utility provider.
Water Services (including hot water systems, pipes and meters)	10 years on pipework installation, all other items as per manufacturer warranty, Gas Hot Water by utility provider.
Other	

3. Replacement or Making Good

3.1. The Subcontractor promises to replace or make good, to the reasonable satisfaction of the Principal or the Builder, any of the relevant works and material, which, within the relevant Warranty Period specified in clause 2.1 of this deed, are found to:

(a) be of a lower standard or quality than referred to in clause 1.1 of this deed; or

(b) have deteriorated to such an extent they are no longer fit for the purposes which they were required.

3.2. Nothing in this clause 3 affects the Subcontractor's liability until the later of the expiry of the Warranty Period or any limitation period under statute.

3.3. The liability of the Subcontractor under this clause is reduced to the extent that deterioration is caused by:

(a) mishandling, damage before installation, or incorrect installation, in each case by others;

(b) normal wear and tear;

(c) incorrect operational procedures or maintenance, in each case not attributable to the Subcontractor; or

(d) any other cause beyond the control of the Subcontractor.

4. Costs

4.1 The Subcontractor promises to undertake and meet the reasonable cost of any work necessary:

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(a) to enable the requirements of clause 3 of this deed to be carried out including should work be required to works other than the Works; or

(b) restore or make good the Works and other works after carrying out those requirements,

whichever the Principal or the Builder requires.

5. Indemnity

5.1 The Subcontractor indemnifies the Principal and the Builder jointly and severally against claims (including claims, actions and loss or damage including consequential loss or damage) arising out of breach of the Subcontract or of this deed.

6. Notice of Defects

6.1 The Principal or the Builder may notify the Subcontractor in writing if either of them or both of them considers there has been any breach of any provision of this deed, including without limitation, if clause 3 applies.

7. Time to Remedy

7.1 The Subcontractor must do everything to remedy the breaches notified to it under clause 3 of this deed, including without limitation, complying with clause 3, within the time specified in the notice given pursuant to clause 6.

8. Failure to Remedy

8.1 If the Subcontractor fails to carry out and complete the work specified in the notice under clause 6 of this deed within a period determined by the Principal or the Builder as the case may be to be reasonable in the circumstances, the Principal or the Builder may give written notice to the Subcontractor that the Principal or the Builder intends to have that work carried out by others.

8.2 If the Subcontractor fails to complete the work by the dates specified in clause 8.1 or another date agreed by the Subcontractor and the other party issuing the notice, the Principal or the Builder may have the work carried out by others, and the Subcontractor indemnifies the Principal and the Builder jointly and severally for the reasonable costs and expenses of doing so.

9. Urgent Action

9.1 The Principal and/or the Builder may take any urgent action necessary to protect the Works, other property or people as the result of a breach of clause 1 of this deed.

10. Assignment

10.1 Each of the Principal and the Builder may assign the benefit of this deed to others without the need to obtain the Subcontractor's or the other party's consent.

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10.2 The Subcontractor is not entitled to sell, transfer, delegate, assign, licence, mortgage, charge, novate or otherwise encumber any right under this deed or permit any person to assume any obligation under this deed without the prior written consent of the Principal and the Builder, which consent may be withheld or refused for any reason.

11. Operation of Deed

11.1 This deed comes into effect when executed by the Subcontractor, and is effective whether or not executed by the Principal and/or the Builder.

11.2 A partial exercise or waiver of a right or rights relating to this deed does not prevent any other or subsequent exercise of that right or the exercise of any other right or remedy, whether under the Subcontract or otherwise.

11.3 To the extent of any inconsistency between the terms of this deed and the Subcontract, this deed prevails save that nothing in this deed is intended to or does limit any right or remedy that the Builder may have under the Subcontract or otherwise.

11.4 If any words or phrases in this deed would render any aspect of this deed unenforceable, those words and phrases are severable and should be construed as severed with the consequence that the balance of this deed remains enforceable.

12. Liability

12.1 In respect of the warranties provided by the Subcontractor under this deed which are for periods longer than 6 years, the Subcontractor waives any and all rights it may have to raise the provisions contained in any limitation of action legislation as a defence to any claim by the Principal or Builder for breach of those warranties, if those provisions are otherwise applicable.

12.2 If the Subcontractor's waiver in clause 12.1 is held to be without effect or otherwise unenforceable, or severed from this deed, the Subcontractor will indemnify and keep the Principal and the Builder indemnified at all times from and against all costs, loss, expense and damage which the Principal and/or the Builder may suffer or incur arising out of the Principal's or the Builder's loss of the benefit of the Subcontractor's waiver in clause 12.1. The indemnity under this clause is to continue and remain in full force and effect until the expiration of the last warranty provided under this deed.

13. Governing Law

13.1 This deed is governed by and is to be construed in accordance with the laws of the State or Territory in which the Project is situated. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State or Territory and waives any right to object to proceedings being brought in these courts.

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EXECUTED AS A DEED POLL

BUILDER

Executed by **MPG Constructions Queensland Pty Ltd ACN 614 877 744** in accordance with section 127 of the *Corporations Act 2001* (Cth}:

James William Morris
Sole Director/Secretary

SUBCONTRACTOR

Executed by **Mayneline Joinery Pty Ltd ACN 614 891 315** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Mitchell Futcher
Signature of Director

Andrew Lonsdale
Signature of Secretary