

MIMOSA HOMES BUILT TO LAST

# 50 YEAR STRUCTURAL WARRANTY



 MIMOSA HOMES®



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**IMPORTANT NOTICE:** This 50 Year Structural Warranty ("Warranty") is provided exclusively to original customers of Mimosa Homes ("Builder") and is non-transferable under any circumstances. It applies solely to homes constructed under a signed building contract dated **after 30th June 2025**, and where the original contracting party remains the legal homeowner for the duration of the warranty period. This Warranty commences on the date of Handover (Settlement) and remains in effect for a period of **50 years** from that date. It covers structural components of the home as and is subject to exclusions and homeowner obligations as detailed below.

## SCOPE OF COVERAGE

This Warranty strictly covers the following structural components only:

- Foundation systems, including waffle concrete slab and strip footings
- Load-bearing brickwork
- Structural timber and steel in wall and roof framing

## NON-TRANSFERABILITY

This Warranty is non-transferable. It becomes null and void upon:

- Sale of the property
- Execution of a Contract of Sale and/or Section 32
- Any change in legal ownership from the original contracting party

## EXCLUSIONS FROM COVERAGE

The following are excluded from this Warranty:

### (a) Damage Due to Homeowner Misuse, Neglect or Poor Maintenance

- Any structural issues arising from lack of adequate property maintenance, improper use, or negligence by the homeowner, including failure to follow recommended guidelines such as the CSIRO's Guide to Foundation Maintenance and Footing Performance.
- Failure to maintain or install landscaping, external drainage, plumbing, pits, pipes, or fittings on the land.
- Alterations, additions, or renovations completed post-handover.

### (b) Damage from Environmental or External Factors

- Any damage caused by natural events including but not limited to flood, storm, fire, wind, earthquake, and lightning.
- Any damage resulting from soil movement, erosion, or environmental change.
- It is the responsibility of the homeowner to maintain appropriate home and building insurance.

### (c) Damage from Natural Causes, Tree Roots, or Leaking Services

- Structural movement or damage caused by tree root intrusion, ground movement unrelated to standard seasonal change, or poor site drainage.
- Any damage resulting from leaking plumbing, water features, swimming pools, or poor surface water management.
- Inadequate landscaping or paving that impedes water flow or causes moisture-related damage.

### (d) Minor or Cosmetic Cracking

- Minor hairline cracks in walls, ceilings, cornices, or concrete surfaces, typically associated with natural settling and shrinkage within the first 12 months.
- Cracking at internal junctions or inflexible intersections due to movement of materials is considered cosmetic and is not covered.

## HOMEOWNER RESPONSIBILITIES

To maintain this Warranty, the homeowner must:

- Regularly inspect and maintain all aspects of the property as per industry standards.
- Promptly attend to any drainage issues, tree management, or soil condition concerns.
- Refrain from conducting any structural alterations.
- Obtain and maintain comprehensive building insurance.

## LIMITATION OF LIABILITY

- Under no circumstances shall Mimosa Homes be liable for:
- Any indirect, incidental, or consequential loss or damage.
- Repairs or works undertaken by original homeowner or other contractors.
- Any claim submitted must be within a reasonable period of no more than 3 months from the defect being discovered or ought to have been discovered.

## FINAL STATEMENT

This Warranty reflects Mimosa Homes' commitment to quality construction but must be interpreted strictly in accordance with the terms outlined above. Mimosa Homes reserves the right to inspect and assess any claims and to determine the appropriate remedy at its sole discretion.