

Schedule 14 - Schedule of Subcontractor's Warranty

THIS DEED POLL is made on, 20.....

By.....ABN.....
of.....("the Subcontractor").

RECITALS:

- A. The Subcontractor and **Mirvac Constructions (Qld) Pty Limited** entered into an agreement to perform the Works (**Subcontract**).
- B. It is a requirement of the Subcontract that the Subcontractor execute this Deed Poll for the benefit of the Beneficiaries.

OPERATIVE PROVISIONS

The Subcontractor warrants and agrees, for the benefit of the Beneficiaries, that:

- 1. Commencing on the Date of Practical Completion of the Project, the Works will:
 - (a) satisfy the requirements of the Subcontract, including the Subcontract Documents;
 - (b) comply with the requirements of all Authorities and all Laws; and
 - (c) be fit for the purpose stated in the Subcontract, or if not stated, the intended purposes.
- 2. There are no Defects in the Subcontract Works known to the Subcontractor which have not been notified in writing to Mirvac.
- 3. The Works are clear of all liens and encumbrances.
- 4. The Subcontractor indemnifies the Beneficiaries against all loss, damage, cost and expense (**Losses**) which the Beneficiaries suffer or are liable for arising out of the Subcontractor's failure to achieve Substantial Completion by the Date for Substantial Completion.
- 5. The Subcontractor indemnifies the Beneficiaries against all Losses which the Beneficiaries suffer, or are liable for, arising out of or in connection with the Subcontractor's breach of the Subcontract or any act or omission of the Subcontractor.
- 6. Commencing on the Date of Practical Completion of the Project, the parts of the Subcontract Works described in the first column of the table in Schedule 1 to this Deed Poll will satisfy and comply fully with the requirements of the Subcontract for the longer of:
 - (i) the duration (if any) in the second column of the table in Schedule 1 to this Deed Poll;
or
 - (ii) 10 calendar years.
- 7. The Beneficiaries may assign the benefits and rights under this Deed Poll.
- 8. This Deed Poll is governed by the Governing Law.

WORKS: means the whole of the work to be executed in accordance with the Subcontract by the Subcontractor, including variations provided for by the Subcontract.

PROJECT: Quay

BENEFICIARIES: Mirvac Constructions (Qld) Pty Limited
[Principal]

GOVERNING LAW: Laws of the State or Territory in which the Project site is located

Unless the context requires otherwise, terms used in this deed that are defined in the Subcontract have the same meaning in this deed.

SCHEDULE 1 – WARRANTY ITEMS AND PERIODS

Column 1 - Description of part of Subcontract Works covered by clause 6 of this Deed Poll	Column 2 - Duration of warranty / guarantee
The balance of the Subcontract Works (ie. parts of the Subcontract Works not covered above)	10 YEARS

Executed as a **DEED POLL**.

Executed by Insert)
(ABN Insert) in accordance with)
section 127 of the Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Schedule 15 – Schedule of Supplier's Warranty

THIS DEED POLL is made on, 20.....

By.....ABN.....
of.....("the Supplier").

RECITALS:

- A. The Supplier wishes to supply or has supplied..... ("the **Product**") to.....("Subcontractor") for the project known as("the Project").
- B. It is a requirement imposed **Mirvac Constructions (Qld) Pty Limited** on the Subcontractor that the Supplier warrant that the Product will satisfy the relevant requirements of the Specification.
- C. The Specification ("**Specification**") is dated, titledand consists of pages.
- D. The Supplier has agreed to execute this Deed Poll.

THIS DEED WITNESSES THAT THE SUPPLIER HEREBY COVENANTS, WARRANTIES, GUARANTEES AND AGREES with and for the benefit of the persons named in Schedule 1 to this deed as follows:

- 1. Commencing on the Date of Practical Completion of the Project, the Product will satisfy and comply fully with the requirements of the Specification for a duration for the longer of:
 - (i) the duration (if any) in the second column of the table in Schedule 2 to this Deed; and
 - (ii) 10 calendar years.
- 2. Commencing on the Date of Practical Completion of the Project, the Product will be:
 - (i) of merchantable quality and fit for its stated purpose, if or not stated, the intended purpose; and
 - (ii) free from Defects and any lien or incumbrance, including under the *Personal Property Securities Act 2009* (Cth).
- 3. The persons named in Schedule 1 may assign the benefits and rights accrued under this Deed Poll.
- 4. This Deed Poll is governed by and constructed in accordance with the laws of the State or Territory in which the Project is situated.

Unless the context requires otherwise, terms used in this deed that are defined in the Subcontract have the same meaning in this deed.

SCHEDULE 1 - PERSONS NAMED IN THE SCHEDULE TO THE DEED

Mirvac Constructions (Qld) Pty Limited

[Principal]