

1. CONTRACT SUM

- 1.1 In the Contract, the Contract Sum is «OPPORTUNITY_AMOUNT_EXCL_TAX» (excluding GST) as adjusted in accordance with the Contract.
- 1.2 The Contract Sum may be adjusted as follows:
- (a) Clause 5 (Additional Costs);
 - (b) Clause 12 (Variations); and
 - (c) Clause 21 (Force Majeure)
- 1.3 The consideration payable to MAINMARK under the Contract may, without any adjustment to the Contract Sum, vary as follows:
- (a) Clause 3 (GST); and
 - (b) Clause 6 (Late Payment Charges)

2. STATUTORY WARRANTIES

2.1 MAINMARK warrants that:

- (a) the Services will be performed in an appropriate and skilful way and with reasonable care and in accordance with the plans and specifications set out in the Contract;
 - (b) all materials to be supplied by MAINMARK will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
 - (c) the Services will be carried out in accordance with, and will comply with, the Queensland Building and Construction Commission Act 1991 (Qld), the Building Act 1995 (Qld), any regulations implemented under the Queensland Building and Construction Commission Act 1991 (Qld), the Building Act 1995 (Qld) and any other law;
 - (d) the Services will be carried out with reasonable diligence; and
 - (e) if Services consist of the construction or erection of a home or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation the home will be suitable for occupation at the time the Services are completed.
- 2.2 The warranties in Clause 2.1 supplement and do not derogate from the other provisions of the Contract.
3. **COOLING OFF PERIOD:** Under section 35 of Schedule 1B of the Queensland Building and Construction Commission Act 1991 (Qd) the Client is entitled to rescind the Contract upon providing written notice to MAINMARK of its intention to do so within 5 clear business days of the date the Client signed the Contract.