

BUILDING INSPECTION CLAUSE

CONDITIONAL UPON BUILDING INSPECTION

THIS Agreement is conditional upon the Purchaser arranging within 7 working days of the date hereof and being satisfied with and approving by such date the structural integrity of the within property [including any structural problem with the property, or it's construction, or materials used in it's construction including but not limited to water tightness] pursuant to a Report obtained from a Registered Master Builder, Building Certifier or other qualified specialist.

Should the purchaser in good faith be dissatisfied with any matter contained in the Report then the purchaser shall give Notice to the vendor of such matter(s) and permit the vendor 3 working days from the date of Notice [notification of such dissatisfaction] to rectify or agree to rectify such matter(s) by the date of settlement, or any such later date as agreed by the parties.

If on receipt of such Notice from the purchaser, the vendor shall not have agreed to rectify such matter(s) within a further 3 working days then this agreement shall be voidable at the option of the purchaser by notice in writing to the vendor and the provisions of clause 9.8 herein shall apply. Failing the giving of such Notice the Purchaser shall be deemed to have accepted structural integrity of the within property.