

Defect Disclosure

1. The Seller discloses and the Buyer acknowledges that:

a) the subject Property is affected by:-

..... (example "The Land is contaminated")

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2. The Items listed under clause 1(a) shall hereinafter be referred to as "defects".

3. In respect to the defects listed above:

- a) the Buyer hereby waives all rights given to the Buyer under Clause 7.4(4) of the Terms of Contract; and
- b) the Buyer hereby waives all the rights given to the Buyer under clause 7.6 of the Terms of Contract; and
- c) The Buyer agrees not to deliver any requisitions regarding the defects;
- d) the Buyer accepts the Property with the defects and discharges the Seller of any obligation to rectify the defects; and
- e) The Buyer agrees to complete the Contract irrespective of the defects affecting the Property.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
