



Engineering Building & Infrastructure Pty Ltd – Liability Disclaimer

1. General Disclaimer of Liability

Engineering Building and Infrastructure Pty Ltd (EBNI) operates within the complex and highly regulated Australian construction industry. While every project is approached with due diligence and professionalism, construction by its nature involves certain risks, evolving environmental conditions, and materials that age over time. *Engineering Building & Infrastructure PTY LTD, ACN: 669 776 845, shall not bear any liability for the utilisation of any research documents presented on the webpage, nor for any reliance placed upon its contents by any third party.*

EBNI designs and constructs buildings that comply with applicable codes and engineering standards, including structural integrity to withstand applicable dead loads, live loads, seismic forces, and wind actions. However, no material system is immune to the natural effects of time. For example, silicone joints may shrink, leading to water ingress; facade elements may weather; and general wear and tear may occur through normal use. These phenomena are not considered defects and are expressly excluded from liability unless otherwise stated in the construction contract or required by applicable law.

EBNI does not warrant that any structure will remain defect-free indefinitely and does not accept liability for deterioration caused by environmental exposure, improper maintenance, misuse, or post-completion alterations.

2. Scope of Responsibilities and Risk Allocation

Construction projects involve the allocation of risk between parties. EBNI's contractual disclaimers are intended to define and limit the extent of its responsibilities, and to reasonably allocate foreseeable and unforeseeable risks to the appropriate party. Key risk allocation areas include (but are not limited to):

- **Unforeseen Site Conditions:** Risks associated with latent physical conditions such as soil instability, groundwater, or underground obstructions are expressly disclaimed unless identified in pre-construction investigations or contractually assumed.
- **Accuracy of Information:** EBNI makes no guarantees regarding the completeness or accuracy of third-party reports (e.g., site surveys, geotechnical reports) and advises clients to independently verify such information.
- **Design Variations and Material Supply:** Changes in cost estimates, labour availability, or delays in material supply are common in the industry and do not constitute a breach unless specifically addressed in the contract.



- **Work Health and Safety:** Information provided on this website or in project materials is for general guidance only and is not a substitute for compliance with statutory health and safety obligations.

3. Limitations of Liability

EBNI's liability is limited strictly to the scope defined in its contracts. To the extent permitted by law, EBNI:

- Disclaims liability for incidental or consequential losses, including loss of profit or use.
- Limits its liability to the rectification of documented construction defects within the defined defect liability period.
- Will not be liable for losses arising from reliance on incorrect or incomplete documentation or assumptions provided by other parties.
- Excludes responsibility for client-provided instructions, materials, or third-party contractor actions.

Nothing in this disclaimer seeks to exclude or limit liability for fraud, gross negligence, or any liability that cannot be excluded under the Australian Consumer Law or other applicable legislation.

4. Indemnities and Contractual Risk

Where indemnities are provided in a contract, their interpretation is governed strictly by their express terms. EBNI will only indemnify against risks expressly covered by the contract. Indemnities are not general guarantees and must not be interpreted beyond their stated scope. In states such as New South Wales, contractual indemnities may override proportionate liability legislation, depending on how the contract is drafted.

EBNI's contracts contain clear disclaimer clauses limiting liability to the express terms agreed. In contract-law terms, a disclaimer "seeks to limit the application of some of the terms of the contract" or renounce a party's liability.

Accordingly, EBNI disclaims any implied or unstated warranties beyond those expressly provided. For example, EBNI does not make any representation or guarantee regarding information or conditions outside the scope of the written contract. All obligations are governed by the agreed contract terms. To the fullest extent permitted by law, EBNI excludes liability beyond these terms (for instance, by limiting claims to defects covered by the contract). However, EBNI's exclusions cannot extend to liabilities prohibited by law – for example, liability for fraud cannot be contractually ousted. In particular, EBNI's disclaimers cover the accuracy and completeness of on-site information. We make no warranty that any pre-existing survey data or site reports are exact, and any use of such data is at the user's risk. Likewise, EBNI is not responsible for unknown subsurface or hidden conditions uncovered after construction begins, unless expressly assumed. Any



clause in our contracts excluding liability (even for negligence) is drafted in accordance with Australian law.

EBNI's contract may also include indemnity provisions to allocate risk. By custom, an indemnity clause lets the parties "determine the allocation of risk and responsibilities" and the extent of each party's liability. Under such clauses, EBNI's obligation to pay losses or damages is strictly as set out in the contract. In practice, this means that only losses arising from risks covered by an indemnity or breach of contract are recoverable; any loss outside those agreed risks is not EBNI's liability. Any indemnity will be interpreted by its clear terms, and EBNI will only be liable to indemnify in the circumstances expressly stated.

5. Types of Disclaimers Commonly Applied

EBNI's contracts and this website may contain the following types of disclaimers:

- **Site Disclaimers:** Disclaiming liability for unknown soil conditions, buried services, or subsurface anomalies.
- **Cost Disclaimers:** Estimates are not fixed prices and are subject to variation from market rates, weather, or regulatory changes.
- **Payment Terms Disclaimers:** Clear definition of invoicing milestones, deposit requirements, and overdue account terms.
- **Work Health & Safety Disclaimers:** General safety information is not exhaustive; site-specific compliance is required.
- **General Information Disclaimers:** Information on the website is for informational purposes only and does not constitute professional advice.

6. Legal Interpretation and Enforceability

All disclaimers, exclusions, and limitations on this website and in EBNI's contractual documentation are governed by the laws of New South Wales and the Commonwealth of Australia. Australian courts will interpret exclusion and disclaimer clauses in light of the contract as a whole and their ordinary meaning.

Clauses that are ambiguous or potentially unjust may be unenforceable under:

- The [Contracts Review Act 1980 \(NSW\)](#)
- The [Australian Consumer Law \(ACL\)](#)
- Other applicable federal or state legislation

EBNI does not seek to rely on disclaimers that would contravene these protections.

7. Importance of Disclaimers

Disclaimers are critical to:

- **Protect EBNI and clients** by allocating risks and limiting liability;



- **Manage expectations** around performance, quality, and project outcomes;
- **Comply with legal requirements** under contract and consumer law;
- **Ensure clarity and transparency** in all project documentation.

EBNI regularly reviews its disclaimers and contract terms to ensure they remain compliant with current laws, fair to all parties, and reflective of industry best practice

Finally, these disclaimers are governed by applicable law and interpreted in context. Australian courts construe exclusion clauses according to their plain meaning within the contract, and any ambiguity will be resolved against EBNI (the party relying on the disclaimer). Moreover, legislation such as the [Contracts Review Act 1980](#) (NSW) and the Australian Consumer Law guard against unfair terms. If a court deems any clause unjust or unconscionable, it may refuse to enforce it. In summary, EBNI expressly limits its warranty and liability in accordance with these contractual disclaimers and applicable law: only defects falling within the contractually defined scope will be remedied by EBNI, and all other risks (including normal aging, weathering and user-induced damage) lie outside EBNI's liability.

Key Points:

- EBNI structures are built to withstand all code-required loads, but normal wear, deterioration or misuse are not defects.
- No implicit guarantees or representations are made beyond the written contract.
- Liability is strictly limited to the obligations set forth in the contract and any explicit indemnities.
- Liability exclusion clauses are interpreted narrowly and cannot remove protections required by law