



Abodo LOSP and OPX Certificate of Warranty

Limited global warranty for timber supplied by Abodo.

IMPORTANT: This warranty does not replace or limit a consumer's rights under the Consumer Guarantees Act 1993 (New Zealand) or under Australian Consumer Law

For customers **in New Zealand:**

Abodo Wood Ltd (NZBN 9429036582211) ("Abodo"), a company incorporated in New Zealand, offers the express warranties in this document to the First Owner on the terms and conditions set out in this document.

For customers **outside of New Zealand:**

Abodo Wood International Ltd (NZBN 9429030500211) ("Abodo"), a company incorporated in New Zealand, offers the express warranties in this document to the First Owner on the terms and conditions set out in this document.

Definitions

1. "Date of Supply" means the date the Product was supplied to the home or other structure in which the Product is first installed.
2. "First Owner" means:
 - a. the owner-of-record of the home or other structure in which the Product is installed at the time the Products were installed; and
 - b. the party who first purchases the home or other structure in which the Product is installed from the party responsible for the development, construction or sale of the home or other structure. "First Owner" does not include any builder/developer of the home or other structure, even if such party owns the home or other structure during the construction period.
3. "Insect Damage" means damage caused by termites, but excludes:
 - a. Minor non- structural termite attack;
 - b. Deterioration of or damage to the Product where it can be demonstrated that termite attack has occurred to decayed sections of the Product;
 - c. Termite attack to the Product if evidence of the presence of termites is observed at the property on which the Product is installed and eradication action is not promptly taken;
 - d. Termite attack to the Product when it is attached to timber that is not at least the equivalent of H3 treated or better according to AS1604, or when it is attached to other termite susceptible material;
4. "Structurally Unfit" means the inability of the Product to perform its intended function due to Fungal Decay or Insect Damage. For the avoidance of doubt, this Warranty does not apply to minor fungal decay or insect attack that does not materially affect the structural performance or intended function of the Product.
5. "Fungal Decay" means decay of the Product caused by wood destroying fungi that feed on and degenerate the wood cell walls. It excludes staining, mildew and mold fungi associated with the weathering of the Product.
6. "Light commercial buildings" means smaller-scale commercial structures typically under four stories designed for business purposes, such as offices, schools, retail spaces, restaurants, and medical facilities.
7. "Product" means the OPX or LOSP treated timber supplied by Abodo to the First Owner.
8. "Warranty Period" means 15 years from the Date of Supply.

Warranty

9. Abodo warrants to the First Owner (as defined in clause 2 above) that from the Date of Supply and for the Warranty Period the Product will, when used and maintained in the appropriate residential or light commercial application, resist Fungal Decay and Insect Damage which makes the Product Structurally Unfit for the purpose for which it was first acquired and used, subject to the terms and conditions set out in this document ("Warranty").



10. This Warranty is provided only to the First Owner and is not transferable or assignable to any other person including any future owner or occupier of the property in which the Product is first incorporated.

Conditions of warranty

11. This Warranty covers only Decking, Cladding, Panelling, Joinery and Screening Product and the First Owner will only be entitled to make a claim under the Warranty:
 - a. if the Fungal Decay or Insect Damage appears during the Warranty Period;
 - b. to Product which is treated with OPX or LOSP in its final shape and form;
 - c. if the Product is treated with OPX or LOSP to the penetration and retention requirements AS/NZS1604 H3;
 - d. the Product is tagged, labelled or recorded and identifiable as treated product;
 - e. if the Product is used in residential and light commercial applications in accordance with the American Wood Protection Association Use Category designation UC1, UC2, UC3A, UC3B in the USA and Canada; NZS3602 Section 111 in New Zealand; AS1604 H3 in Australia; or EN335-1 UC1, UC2, UC3.1 in the rest of the world;
 - f. if all field cuts, notches, drilled holes, sanding, machining are re-treated at the time of installation with an Abodo-approved preservative or zinc/copper naphthenate preservative in accordance with applicable installation instructions;
 - g. if the product is installed above the ground and/or ground vegetation separated from concrete or other porous materials by distance or using a barrier material impermeable to water;
 - h. in the case of decking Product, if the Decking Product is installed / used at least 200mm above ground or water level;
 - i. in the case of Cladding, Panelling or Screening Product, if the base of vertical Cladding, Panelling, Joinery or Screening Product is at least 150mm above ground or water level;
 - j. if corrosion-resistant fasteners, including stainless steel or galvanized fasteners, are used in accordance with applicable installation instructions;
 - k. if upward horizontal surfaces or known areas for trapped moisture eg deck joists use a flashing or flashing tape or appropriate joist protection strip or equivalent system;
 - l. if the Product has been manufactured, designed and installed to allow free draining of water so as not to allow entrapment of moisture, allowing moisture escape through proper ventilation; and
 - m. if the Product is stored, installed, profiled and maintained according to Abodo manufacturer's instructions, with local building codes, standards and certification bodies and the applicable Installation Instructions.

12. This Warranty does not apply and the First Owner will not be entitled to make a claim under the Warranty:
 - a. in respect of any damages to the Product caused by Weathering of the wood, including but not limited to, raised grain, splitting, checking, swelling, twisting, warping, shrinking, delamination of plywood or laminated products or any other physical or aesthetic property of the wood;
 - b. where Fungal Decay or Insect Damage originates from adjacent materials;
 - c. in respect of mould growth appearing on the surface of the Product (which shall not be regarded as Fungal Decay for the purposes of this Warranty);
 - d. for Fungal Decay or Insect Damage resulting from settlement or structural movement of materials that the Product is affixed to;
 - e. where Fungal Decay or Insect Damage occurs as a result of mechanical damage to the Product, such as where the damage has held moisture and facilitated conditions for decay;
 - f. where the Fungal Decay or Insect Damage is the result of an Act of God or any other natural phenomena that has caused damage to the Product;
 - g. if the Product placed in fresh, salt water or ground contact conditions;
 - h. if the Product is removed from its original installation and reused;



- i. in respect of Fungal Decay or Insect Damage caused by poor installation or maintenance, such as allowing the accumulation of dirt and other organic matter to occur, or by a material change in the installation environment i.e. where Product is 'in effect' being unnecessarily subjected to in-ground contact conditions, such as those created by water or soil entrapment under planters or similar objects or conditions;
- j. to Fungal Decay caused by the Product being used for any purpose for which it was not designed;
- k. for direct or indirect corrosion of metal fasteners or hardware used in conjunction with the Product; and
- l. if the Product has subsequently been resized by sawing, machining or any other means but not subsequently re-treated unless approved in writing by Abodo.
- m. to those portions of the Product required not to be penetrated by preservative under AS/NZS 1604. Decay occurring outside those zones is excluded.

13. Any claim under this Warranty must be made within 30 days of the discovery of the Fungal Decay or Insect Damage in accordance with the "How to Make a Claim" section below.

Remedies for breach of warranty

THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO FIRST OWNER (SUBJECT TO CLAUSES 17-21 AND EXCEPT WHERE APPLICABLE LAW PROVIDES OTHERWISE)

14. Where it is determined that there is a breach of this Warranty and the conditions specified in clause 11 have been satisfied, none of the exclusions in clause 12 apply and a valid claim has been made in accordance with clause 22, Abodo shall honour the Warranty by, and Abodo's only obligation under this Warranty shall be, at the sole option of Abodo to either:
- (i) replace the affected Product to the value of the percentage specified in the Table below of the original price paid for the Product, at the point of delivery; or
 - (ii) if replacement Product of the same configuration is not reasonably available, replace the affected Product with a substantially similar product to the value of the percentage specified in the Table below of the original price paid for the Product, at the point of delivery; or
 - (iii) refund in cash the percentage specified in the Table below of the original price paid for the Product at point of delivery. Cash refunds shall not be available for claims made after 10 years from the Date of Supply, provided that replacement or substantially similar Product remains reasonably available

Product	Durability Class (EN350)	Use Class (EN335-1)	Durability Class (AS1604)	AWPA Use Class	Cash refund or replacement Product value over the Warranty Period (years) as % of value of original price paid					
					100%	80%	60%	40%	20%	0%
Decking, Cladding, Screening, Panelling	1	1, 2, 3.1	H3	UC1, 2, 3	≤25 years	-	-	-	-	>25 years

15. Any new or replaced Product will be warranted under this Warranty only for the remainder of the original Warranty Period.

16. Subject to clauses 17-21, Abodo shall not be liable under any circumstances for:
- a. any direct, indirect, punitive, incidental or consequential damages;
 - b. any costs associated with the uninstallation, removal or disposal of any Product which is to be replaced under the Warranty, subsequent re-manufacture, or delivery or installation of any new or replacement Product;
 - c. any claims made against the First Owner by any occupier of the property.

Statutory Rights

17. Where statutory rights cannot be excluded, this Warranty is in addition to those rights.



Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ABODO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. FIRST OWNER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY ABODO, OR ANY OTHER PERSON ON ABODO'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

If the First Owner is in New Zealand

18. Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993. Where that Act applies and the failure to comply with a guarantee is of a substantial character, you may be entitled to reject the goods and to obtain a replacement or refund, or you will be entitled to compensation for the reduction in the value of the goods. You will also be entitled to compensation for any other reasonably foreseeable loss or damage.
19. Where the goods fail to be of acceptable quality, fail to match their description or fail to meet any express warranty (including this Warranty) and the failure to comply is **not** of a substantial character, you are entitled to have the goods repaired or replaced. If the goods are not repaired or replaced, you will be entitled to compensation for the reduction in the value of the goods, and to compensation for any other reasonably foreseeable loss or damage.

If the First Owner is in Australia

20. The benefits conferred by the Warranty set out in this document are in addition to the consumer guarantees under Division 1 of Part 3-2 of the Australian Consumer Law and any other statutory rights and remedies the First Owner may have under the Australian Consumer Law and/or other applicable laws. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
21. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

How to Make a Claim

To make a claim under the Warranty, the Fungal Decay or Insect Damage must occur during the Warranty Period and the First Owner must make the claim in writing to Abodo within 30 days of the discovery of the Fungal Decay or Insect Damage. The claim must be sent by email to info@abodo.co.nz or by post to PO Box 201136, Auckland Airport,

22. Auckland, New Zealand 2150. The claim must include such documentation as Abodo reasonably requires (including proof of purchase and packet number of the Product, a retained end brand or end tag which clearly shows the registered plant number, the preservative product code and the hazard class of the treatment, and this completed warranty document) and evidence that the claimant is the First Owner.
23. Prior to any claim being accepted by Abodo, Abodo and its authorized representatives shall, at Abodo's cost, be entitled to have a representative inspect all Product that is claimed to be affected prior to its removal from the home or structure.

Costs of warranty claim

24. Subject to clauses 17 to 21, if the First Owner makes a claim under the warranties in this document the First Owner will be responsible for all of the costs which they may incur in making the claim.



Contact Information

For customers in New Zealand:

- Abodo Wood Ltd (NZBN 9429036582211)
- PO Box 201136, Auckland Airport, Auckland, New Zealand 2150
- 62 Ascot Road, Mangere, Auckland, 2022, New Zealand
- Telephone +64 9 249 0100
- Email info@abodo.co.nz

For customers outside New Zealand:

- Abodo Wood International Ltd (NZBN 9429030500211)
- PO Box 201136, Auckland Airport, Auckland, New Zealand 2150
- 62 Ascot Road, Mangere, Auckland, 2022, New Zealand
- Telephone +64 9 249 0100
- Email info@abodo.co.nz

Customer name

Project address

Date of supply

Reseller name

Reseller invoice number

Packet numbers
