

## Built to Last Warranty LOSP

### Limited warranty for treated timber supplied by Abodo

Subject to the following conditions, ABODO warrants to the original owner of the building or property into which the LOSP treated timber accompanying this warranty (the "Product" as defined below) is first incorporated (the "First Owner" as defined below), that for the period of 25 years from the date of purchase, the Product, when used and maintained in the appropriate residential application, will be free from such Fungal Decay or Termite Attack as would make the Product Structurally Unfit for the purpose for which it was first used:

#### Conditions of warranty

1. Only decking, cladding and screening timber supplied by Abodo treated with LOSP to the penetration and retention requirements and used in accordance with New Zealand Standard NZS 3640 H3.1 if sold in and installed in India, USA, Japan, Thailand, Philippines, Singapore, Malaysia and Vietnam, or AS/NZS1604 H3 if sold and installed in Australia (the "Product") is covered by this Warranty. For the purposes of complying with the terms of this Warranty, treated Decking Product must be installed / used at least 300mm above ground or water level, and base of vertical Cladding or Screening Product at least 100mm above ground or water level. The Product must be installed and maintained with stain or paint finish according to manufacturer's instructions.
2. Abodo's only obligation under this Warranty shall be to replace or repair such Product at the point of delivery or refund the original price paid for the material in question (at the sole option of Abodo) that is damaged solely by Fungal Decay or Termite Attack to the extent that it is Structurally Unfit for the purpose for which it was first intended.

For the purposes of this Warranty, "Structurally Unfit" means the inability of Treated Wood Product to perform its intended function due to Fungal Decay or Termite Attack. "Fungal Decay" means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, or fungi associated with the appearance or Weathering of wood. "Weathering" of wood is not Fungal Decay of any type. Abodo is not liable for any costs associated with the removal of damaged Product or delivery or installation of the replacement Product. Under no circumstances shall Abodo be liable for direct, indirect, punitive, incidental or consequential damages.

3. This Warranty does not warrant against 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 property of the wood. Abodo does not warrant Product which has been physically or mechanically damaged, including Fungal Decay or Termite Attack induced by said physical or mechanical damage.

It should also be noted that mould growth appearing on the surface of the Product is not regarded as fungal decay for the purposes of this Warranty. In addition this warranty shall not apply in the following situations: Product placed in fresh, salt water or ground contact conditions. Product removed from their original installation and reused at a new location. Degrade 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. Failure due to the Product being used for any purpose for which they were not designed. Direct or indirect corrosion of metal fasteners or hardware used in conjunction with the Product.

4. This Warranty only covers timber treated in its final shape and form. Any timber subsequently resized by sawing, machining or any other means but not subsequently re-treated, is not covered.
5. This Warranty shall not apply unless all cuts, notches or bore holes made in the timber are given two liberal coats of Clear timber preservative or end seal in accordance with Abodo specifications.
6. This Warranty is available only to the First Owner being the party who first purchased the property in which the Product is installed, from the commercial party responsible for the development, construction or sale of the property. This Warranty 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. First Owner shall be defined as the first owner who purchases the home or other structure from the builder/developer and shall not include the builder/ developer who constructed the home or other structure who may technically own the home or other structure during the construction period.

To make a claim, the First Owner must present such documentation which is sufficient to prove they are the First Owner along with 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. Any such claim must be made through Abodo. Prior to any claim being deemed "valid," Abodo and its authorized representatives have a right, in their sole discretion, to have a representative inspect all wood that is claimed to be damaged prior to its removal from service.

#### Statutory rights

All other warranties, whether statutory or implied, are excluded to the extent permitted by law. Where statutory rights cannot be excluded, such as under the Consumer Guarantees Act 1993 (New Zealand), this warranty is in addition to those rights.

**If the First Owner is in Australia**

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 reasonable 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.

The initial raising of a complaint should be directed to the authorised retailer from where the Products were purchased. The complaint should be made in writing/e-mail and must include proof of purchase including a copy or scan of the original invoice and this completed warranty document.

Customer name \_\_\_\_\_

Project address \_\_\_\_\_

Date of purchase \_\_\_\_\_

Reseller \_\_\_\_\_ Invoice no. \_\_\_\_\_

Packet no's. \_\_\_\_\_