



# Abodo Vaaro Certificate of Warranty

## Pro-rata limited warranty for Vaaro 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 of invoice when the Product was supplied to the home or other structure in which the Product is first installed.
2. "First Owner" means 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. "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.
4. "Product" means the Vaaro timber product supplied to the First Owner by Abodo;
5. "Structurally Unfit" means the Product is unable to perform its intended function for which it was first acquired and used.
6. "Table" means the table in clause 11 of this Warranty.
7. "Warranty Period" means 40 years from the Date of Supply.

### Warranty

8. 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 resist Fungal Decay 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").
9. 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 home or structure.
10. Any claim under this Warranty must be made within 30 days of the discovery of the Fungal Decay in accordance with the "How to Make a Claim" section below.



## Remedies for Breach of Pro Rata Limited Warranty

THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO FIRST OWNER (SUBJECT TO CLAUSES 17-22 AND EXCEPT WHERE APPLICABLE LAW PROVIDES OTHERWISE)

11. Where it is determined that there is a breach of this Warranty, and the conditions specified in clause 14 have been satisfied, none of the exclusions in clause 15 apply and a valid claim has been made in accordance with clause 23-24, 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.

The cash refund or the value of the replacement Product as a percentage of the original price paid shall decrease during the Warranty Period as follows:

Product	Durability Class (EN 350)	Use Class (EN 335-1)	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%
Cladding, Screening, Paneling	1	1, 2, 3.1	2 (above ground)	UC1,2, 3	≤15 years	≤20 years	≤25 years	≤30 years	≤40 years	>40 years

12. Any new or replaced Product will be warranted under this Warranty only for the remainder of the original Warranty Period.
13. Subject to clauses 17-22, Abodo shall **not be liable** under any circumstances for:
- a. any direct, indirect, punitive, incidental or consequential damages;
  - b. any costs associated with the removal or disposal of any Product which is to be replaced under the Warranty, subsequent re-manufacture, or installation of the replacement Product;
  - c. any claims made against the First Owner by any occupier of the property.

### Conditions of Warranty

14. This Warranty **covers only** Vaaro Cladding, Screening or Paneling Product, and the First Owner will only be entitled to make a claim under the Warranty if:
- a. The Fungal Decay appears during the Warranty Period;
  - b. The Product is used in residential and 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 Class 2 above ground in Australia; or EN335-1 UC1, UC2, UC3.1 in the rest of the world;
  - c. Product is installed at least 100mm above ground or water level (or otherwise as stated in Abodo technical literature or agreed in writing by Abodo);
  - d. The product has been manufactured, designed and installed to allow free draining of water so as not to allow entrapment of moisture.
  - e. The Product has been stored, profiled, handled, installed and maintained in accordance with local building codes, standards and certification bodies, and the applicable Installation Instructions, the Cladding Design Guide and the Vaaro Technical Data Sheet published by Abodo at the time of installation; and



- f. The Product has not been subject to any further treatment (such as preservative treatment) or modification except as approved in writing by Abodo.

15. This Warranty **does not** apply to, and the First Owner will not be entitled to make a claim under the Warranty:

- a. If the Product is placed in fresh, saltwater or in ground contact conditions;
- b. If the Product is removed from its original installation and resold / reused;
- c. If the profiled Product has been subsequently re-machined or re-sized;
- d. If the Fungal Decay is caused by poor installation, damage or poor maintenance, including allowing the accumulation of dirt, water entrapment or other organic matter to occur (e.g., water or soil entrapment under planters), or decay originating from adjacent materials, or by a material change in the installation;
- e. If the Fungal Decay is caused by the Product being used for any purpose for which it was not designed;
- f. For direct or indirect corrosion of metal fasteners or hardware used in conjunction with the Product;
- g. For weathering of the Product, including, but not limited to, raised grain, splitting, checking, swelling, twisting, warping, shrinking, delamination of any laminated product or any other physical property of the wood;
- h. For Fungal Decay resulting from settlement or structural movement of materials that the Product is fixed to;
- i. Where Fungal Decay occurs as a result of mechanical damage to the Product, such as where the damage has held moisture and facilitated conditions for decay;
- j. Where the Fungal Decay is the result of an Act of God or any other natural phenomena that has caused damage to the Product.

16. Subject to clauses 17-22, all other warranties, whether statutory or implied, are excluded to the extent permitted by law in accordance with the Disclaimer below.

### 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.

### Statutory Rights

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

### 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.
- 21. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Where that Law applies, 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.
- 22. "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

### How to Make a Claim

- 23. To make a claim, under the Warranty, the Fungal Decay in the Product must appear 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. The claim must be sent by email to [info@abodo.co.nz](mailto:info@abodo.co.nz) or by post to PO Box 201136, Auckland Airport, Auckland, New Zealand 2150. The claim must include such documentation as Abodo reasonably requires (including proof of purchase and packet number of the Product and this completed warranty document) and evidence that the claimant is the First Owner.
- 24. 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. From the date that a potential claim is detected, the claimant must take reasonable steps (including by following Abodo's reasonable directions) to protect the Product from further damage.

### Costs of Warranty Claim

- 25. Subject to clauses 17 to 22, 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](mailto: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](mailto:info@abodo.co.nz)

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

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

Date of supply \_\_\_\_\_

Reseller name \_\_\_\_\_

Reseller invoice number \_\_\_\_\_

Packet numbers \_\_\_\_\_