

**ABODO 15 YEAR BUILT TO LAST WARRANTY - VULCAN**

**LIMITED WARRANTY FOR VULCAN THERMALLY MODIFIED TIMBER SUPPLIED BY ABODO**

Abodo Wood warrants to the First Owner (as defined in Condition 4 below) into which Vulcan (the "Product") has been placed, that for 15 years from the date of supply the Product will resist such Fungal Decay or Delamination as would make the Product Structurally Unfit for the purpose for which it was first acquired and used, and subject to the following terms and conditions:

**CONDITIONS OF WARRANTY**

1. "Fungal Decay" means decay caused by wood destroying fungi that feed on and degenerate the wood cell walls. It excludes staining and mold fungi associated with the weathering of the Product.
2. "Delamination" means failure of any glue line throughout the entire timber cross-section of the Product. It excludes minor delamination, movement of timber at the glue line or 'glue pull' that is associated with the weathering of the Product.
3. "Structurally unfit" means the Product is unable to perform its intended function for which it was first acquired and used.
4. "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. This Warranty is not transferable or assignable to any other person including any future owner or occupier of the home or structure.
5. This Warranty covers only Vulcan Product that:
  - Is used in residential and light commercial applications at least 300mm (12 inches) above ground level (or otherwise as stated in Abodo technical literature)
  - Has been handled, fixed and maintained in accordance with the applicable Installation Instructions and the Vulcan Technical Data Sheet published by Abodo at the time of installation;
6. Has been protected on all sides and ends and maintained with an approved coating or surface protection system. This Warranty does not apply to:
  - Product placed in fresh, saltwater or ground contact conditions;
  - Product removed from its original installation and reused;
  - Fungal Decay or Delamination caused by **poor installation or maintenance** \*, including allowing the accumulation of dirt, water or other organic matter to occur (e.g. water or soil entrapment under planters), or by a material change in the installation environment (\* see additional clarification below);
  - Fungal Decay or Delamination caused by the Product being used for any purpose for which it was not designed;
  - Direct or indirect corrosion of metal fasteners or hardware used in conjunction with the Product;
  - Weathering of the Product, including, but not limited to, raised grain, splitting, checking, swelling, twisting, warping, shrinking or any other physical property of the wood.
  - Attack by any insects including termites.
7. Abodo's only obligation under this Warranty shall be (at the sole option of Abodo) to replace such Product at the point of delivery or refund the original price paid for the Product determined by Abodo not to comply with the Warranty. Abodo is not liable for any costs associated with the removal of damaged Product or delivery or installation of the replacement Product. Abodo is not liable to the Owner for any claims made against the Owner by any occupier of the property. Under no circumstances shall Abodo be liable for direct, indirect, punitive, incidental or consequential damages.
8. To make a claim, the First Owner must present such documentation (including proof of purchase and packet number of the Product) which is sufficient to prove they are the First Owner. Any such claim must be made through Abodo and within 6 months of the discovery of the Fungal Decay or Delamination. Prior to any claim being accepted by Abodo, Abodo and its authorized representatives shall have the right, in their sole discretion, to have a representative inspect all Product that is claimed to be damaged prior to its removal from the home or structure.

\* Poor installation or maintenance would be visually assessed at time of claim.

Examples of poor maintenance:

- There is significant mold, algae, growth etc on the wood.
- Organic matter has built up on the surface, sand, leaves, dirt etc preventing drainage.
- Coating is in bad shape, timber is significantly faded, weathered, worn back/off from its coated form.

Examples of good maintenance:

- Timber is clean
- Coating appears to be maintained,
- Organic matter kept clear from timber, it is installed correctly.

**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 ADOBO, OR ANY OTHER PERSON ON ABODO'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. Any claim of breach of warranty should be directed to the authorized 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: \_\_\_\_\_

Final Invoice Number: \_\_\_\_\_