

## ABODO 25 YEAR BUILT TO LAST WARRANTY

### LIMITED WARRANTY FOR OPX AND LOSP TREATED TIMBER SUPPLIED BY ABODO

Subject to the following conditions, ABODO warrants to the First Owner (as defined in Condition 10 below) that for the period of:

- a. 15 years from the date of purchase, the OPX and LOSP treated timber (the "Product" as defined in Condition 1 below), when used in the appropriate residential application, will be resist Delamination that would make the Product structurally unfit for the purpose for which it was first used; and
- b. 25 years from the date of purchase, the Product, when used in the appropriate residential application, will be free from such Fungal Decay or insect damage 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 OPX and LOSP to the penetration and retention requirements and used in accordance with New Zealand Standard NZS 3640 and sold in India, Thailand, Philippines, Singapore, Malaysia, Vietnam and the United States of America (the "Product") is covered by this Warranty.
2. The Product must be installed / used at least 300mm (12 inches) above ground or water level.
3. "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.
4. "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.
5. "Structurally unfit" means the Product is unable to perform its intended function.
6. 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. Under no circumstances shall Abodo be liable for direct, indirect, punitive, incidental or consequential damages.
7. For the first 15 years from the date of purchase, this Warranty shall include damage to the Product caused by Delamination that renders the Product structurally unfit for the purpose for which it was first used. Otherwise, this Warranty does include damage to the Product caused by weathering of the wood, including but not limited to, raised grain, splitting, checking, swelling, twisting, warping, shrinking, Delamination or any other physical property of the wood.
8. This Warranty only covers Product in its final shape and form. Any Product subsequently resized by sawing, machining or any other means but not subsequently re- treated, is not covered. Any Product which has been physically or mechanically damaged is not covered.
9. This Warranty shall not apply unless all cuts, notches or bore holes made in the Product are given two liberal coats of Protim Reseal Clear timber preservative or end seal in accordance with Abodo specifications.
10. This Warranty is available only to the First Owner. "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.
11. 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 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.

### 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: \_\_\_\_\_