

WOOD PRODUCT WARRANTY



## WHAT IS COVERED

This Warranty is for wood product treated with Timber Preservative sold or labeled as Timber Preservative brand wood product or as covered by this Warranty ("Wood Product"). Koppers Performance Chemicals Australia Pty Ltd ("KPC") warrants to Owners that, subject to the terms, conditions, limitations and exclusions in this Warranty, Wood Product will not Structurally Fail during the applicable period stated in the Warranty Table. Capitalized terms used in this Warranty are as defined under "Meanings" below or elsewhere in this Warranty.

This Warranty is granted to a Purchaser and to any subsequent owner or successor in title of the real property on which Wood Product is installed (a "Subsequent Owner"), but not any other occupier of such real property. Purchasers and Subsequent Owners are referred to herein as the "Owner."

## MEANINGS

"Hazard Class" means each of the following Hazard Classes, described in AS/NZS1604 series issued by Standards Australia Limited:

HAZARD CLASS	EXPOSURE	SPECIFIC SERVICE CONDITIONS	BIOLOGICAL HAZARD
H1	Inside, above ground	Completely protected from the weather and well ventilated, and protected from termites  Clear of ground contact at all times	Lyctid borers
H2*	Inside, above ground	Protected from wetting and with no leaching  Clear of ground contact at all times	Borers and termites
H3	Outside, above ground	Subject to periodic moderate wetting and some leaching  Clear of ground contact at all times	Moderate decay, borers and termites
H4	Outside, in-ground	Subject to severe wetting and leaching	Severe decay, borers and termites
H5	Outside, in-ground contact with or in fresh water	Subject to extreme wetting and leaching and/or where the critical use requires a higher degree of protection	Very severe decay, borers and termites
H6	Marine Waters	Subject to prolonged immersion in sea water	Marine wood borers and decay

\* Note the Hazard Classes H2F and H2S must only be used south of the Tropic of Capricorn.

"Purchaser" means the owner-of-record of the real property on which Wood Product was installed at the time the Wood Product was installed.

"Structurally Fail" or "Structural Failure" means the inability of Wood Product to perform its intended function due to Fungal Decay or insect attack. "Fungal Decay" means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mould, mildew, and/or fungi associated with the appearance or Weathering of wood. "Weathering" of wood is not Fungal Decay of any type.

"Timber Preservative" means the following timber preservatives supplied by KPC:

- Lifewood® CCA - Chromated Copper Arsenate ("CCA");
- Naturewood ACQ® - Alkaline Copper Quat ("ACQ®");
- MicroPro® - Micronised Copper Azole Compounds ("MicroPro®");
- Protim® LOSP - Light Organic Solvent Preservatives ("LOSP");
- DeterMite® - Bifenthrin ("DeterMite®"); or
- Permethrin ("Permethrin").

“Warranty Table” means the following table:

1	2	3	4	5
TIMBER PRESERVATIVE	HAZARD CLASS	RESISTANCE LEVEL	WARRANTY PERIOD	
			Including labour costs, subject to “Limitation of Remedies Available”	Excluding labour costs, subject to “Limitation of Remedies Available”
CCA	H1 to H5	H1 to H2: Insect activity only H3 to H5: Insect activity and fungal decay	15 years	50 years
ACQ®	H1 to H5	H1 to H2: Insect activity only H3 to H5: Insect activity and fungal decay	15 years	50 years
MICROPRO®	H1 to H5	H1 to H2: Insect activity only H3 to H5: Insect activity and fungal decay	15 years	50 years
LOSP	H1 to H3	H1 to H2: Insect activity only H3: Insect activity and fungal decay	15 years	25 years
DETERMITE®	H1, H2F and H2S	H1, H2F and H2S: Insect activity only	25 years	25 years
PERMETHRIN	H2	H2: Insect activity only for particleboard flooring	15 years	25 years

## TO IDENTIFY A WOOD PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify Wood Product. Simply look for the end tag or ink stamp on each piece of Wood Product. Make sure you receive and retain original end tag(s) for each piece of Wood Product, as well as the original purchase receipt(s) from your dealer or contractor/builder. In the event of a claim, it will be of assistance to present this documentation for all Wood Product that is claimed to have Structurally Failed.

## WARRANTY CONDITIONS

This Warranty applies only if each of the following conditions is met:

- The Wood Product must be used only in accordance with the approved conditions and specifications for that Hazard Class as specified on the ink stamp and/or end tag attached to the Wood Product;
- The Wood Product must be treated with a Timber Preservative in Australia by a licensed treating/manufacturing facility in accordance with KPC's specifications (as notified by KPC to the manufacturer in writing prior to the date of treatment) and the AS/NZS 1604 series as of the date of treatment of that Wood Product;
- The Wood Product must be treated only with a Timber Preservative supplied to the manufacturer by KPC;
- If the Wood Product is treated with CCA, ACQ®, MicroPro®, LOSP or Permethrin, such Wood Product is used only within Australia. If the Wood Product is treated with DeterMite®, such Wood Product is used only within Australia and south of the Tropic of Capricorn;
- An appropriate remedial preservative must be applied at the time of construction on all saw cuts and drill holes in the Wood Product except for those Wood Products treated with DeterMite® (including trenches in the Wood Product provided that the Wood Product is tightly joined to treated timber which has been treated to the same or higher Hazard Class) or Permethrin, ("Exceptions"). Except for these Exceptions, this Warranty will not cover Wood Product for which there is no evidence that an appropriate remedial preservative was applied in accordance with the manufacturer's directions at the time of the initial installation;
- Wood Product treated by the manufacturer to Hazard Class H1 or H2 must be kept protected from the weather and clear of ground contact at all times during any storage, warehousing or use (excluding a reasonable period during construction using that Wood Product); and
- Wood Product treated by the manufacturer to Hazard Class H3, must be kept clear of ground contact at all times during any storage, warehousing or use.

## WARRANTY EXCLUSIONS

This Warranty does not apply:

- if the Wood Product is used for any Hazard Class H6 application;
- if the Wood Product is used for public utilities including utility or electricity poles, wood foundation systems, infrastructure construction including wharves and bridges (except for freeway sound barrier paneling);
- if the Wood Product is used for freshwater or marine piles or other salt water exposure, vineyard, orchard or other agricultural posts;
- to the Structural Failure of Wood Product if the Wood Product is hardwood with heartwood in the cross section and if such Structural Failure is the result of Fungal Decay or insect attack that occurs in the heartwood;
- to the Structural Failure of projects or structures containing any Wood Product where some or all of the Wood Product has been used in contact with untreated or treated material that has been used in an improper application, or in contact with any older construction with any evidence of decay;
- to the Structural Failure of Wood Product where the Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.);
- to the Structural Failure of Wood Product caused by the Weathering of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood;
- to the corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate Wood Product, or Structural Failure resulting from such an occurrence;
- to the delamination of Wood Product including plywood and other laminated wood products;
- to mould, mildew, or fungal growth on Wood Product that is aesthetic; or
- to damage to Wood Product other than Structural Failure.

## HOW TO MAKE CLAIMS

To make a claim under this Warranty, the Owner must, at its own cost:

- within thirty (30) days of discovery of a defect, notify the retail outlet or supplier of the relevant Wood Product that has Structurally Failed in writing of the claim;
- deliver to KPC written notice (the "Notice") to the address specified in the contact details at the end of this Warranty of the Owner's intention to make a claim under this Warranty, including a description of the Structural Failure and evidence of the date of purchase or supply of the Wood Product that has Structurally Failed;
- within thirty (30) days after delivery of the Notice, deliver to KPC a sufficient sample of the Wood Product that has Structurally Failed that will allow KPC to conduct identification testing; and
- within sixty (60) days after delivery of the Notice, provide KPC with access to view the Wood Product that has Structurally Failed prior to the removal of that Wood Product from service.

If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this Warranty are not met, KPC shall have no obligation under this Warranty.

## LIMITATION OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of Wood Product, the Owner accepts the terms, conditions, limitations and exclusions contained in this Warranty.

To the maximum extent permitted by law (including under the Competition and Consumer Act 2010 (Cth)), the exclusive remedies available under this Warranty are limited to, at KPC's sole discretion, one or more of the following during the Warranty Period set forth in column 5 of the Warranty Table:

- the replacement of the relevant Wood Product (Wood Product only) or the supply of equivalent goods;
- the repair of the relevant Wood Product;
- the payment of the cost of replacing the relevant Wood Product (Wood Product only) or of acquiring equivalent goods; or
- the payment of the cost of having the relevant Wood Product repaired.

In addition, to the extent that the relevant Wood Product Structurally Fails within the period set forth in column 4 of the Warranty Table, KPC will pay the actual and reasonable labour costs incurred in the replacement or repair of the relevant Wood Product.

This Warranty is in addition to any warranties or guarantees implied under any applicable Australian consumer law. 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.

Subject to the other terms, conditions, limitations and exclusions in this Warranty, any action for breach of this Warranty must be commenced within one (1) year after the Owner knew or should have known of the occurrence of the Structural Failure.

The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this Warranty or in connection with the Wood Product must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party arising under this Warranty or in connection with the Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts.

KPC's failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this Warranty shall not be construed to be a waiver of such provisions.

This Warranty constitutes the complete and exclusive agreement between the Owner and KPC with respect to the subject matter contained in this Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by KPC or its agents that differ in any manner from the terms of this Warranty are of no force or effect unless in writing, signed by a duly authorized officer of KPC.

Invalidity or unenforceability of any provision of this Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This Warranty is valid only in Australia and is governed by the laws of New South Wales. This Warranty applies to Wood Product purchased after November 1st, 2016, unless superseded.

It is recommended that the Owner obtain and fully read a copy of:

- KPC's brochure for the relevant Timber Preservative which will contain further information about use of that Timber Preservative;
- KPC's Consumer Information and Handling Guide; and
- KPC's Safety Data Sheet, or equivalent publication.

## IMPORTANT INFORMATION

### USE SITE PRECAUTIONS

All sawdust and construction debris should be cleaned up and safely disposed of after construction. Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites include wood mulch, cutting boards, counter tops, animal bedding, and structures or containers for storing animal feed or human food.

Only treated wood that is visibly clean and free of surface residue should be used for patios, decks and walkways. Do not use treated wood for construction of those portions of beehives which may come into contact with honey. Treated wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as docks and bridges.

If the treated wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.

If the treated wood is to have a finishing product applied to it, such as paint, stain, clear water repellent or other finish, follow the manufacturer's instructions and label of the finishing product. To ensure the finishing product provides the intended result, first apply the finishing product to a small exposed test area of the treated wood.

### HANDLING PRECAUTIONS

Treated wood can be disposed of in accordance with applicable laws. For more information, contact relevant waste management authorities.

Treated wood should not be burned in open fires or in stoves, fireplaces, or residential boilers because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use (e.g. construction sites) may be burned only in commercial or industrial incinerators or boilers in accordance with all applicable laws. Avoid frequent or prolonged inhalation of sawdust from treated wood.

When sawing, sanding or machining treated wood, wear a dust mask. Whenever possible, these operations should be performed outdoors to avoid indoor accumulations of airborne sawdust from treated wood. When power-sawing or machining treated wood, wear goggles to protect eyes from flying particles.

Wear gloves when working with the treated wood. After working with the treated wood, and before eating, drinking, toileting, or using tobacco products, wash exposed areas thoroughly. Because preservatives or sawdust may accumulate on clothes, they should be laundered before re-use. Wash work clothes separately from other household clothing.

### WOOD TREATED WITH INORGANIC ARSENIC

Wood treated with inorganic arsenic, including CCA, should be used only where such protection is important.

Inorganic arsenic penetrates deeply into and remains in the pressure-treated wood for a long time. However, some chemical may migrate from treated wood into surrounding soil over time and may also be dislodged from the wood surface upon contact with skin.

Exposure to inorganic arsenic may present certain hazards. Therefore, the above precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood.

## COPYRIGHT

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