

Built to Last Warranty TPX

Limited warranty for TPX treated 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 and Insect Damage 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 mould fungi associated with the weathering of the Product.
2. "Insect Damage" is **excluded** from this Warranty if it is:
 - Minor non- structural insect attack;
 - Deterioration of or damage to the Product where it can be demonstrated that insect attack has occurred to decayed sections of timber products;
 - Attack by the Giant Northern Termite of Australia (*Mastotermes darwiniensis*) and the Formosan termite (*Coptotermes formosanus*);
 - Insect attack to the Product if there is no documented annual termite inspection of the property on which the Product is installed;
 - Insect attack to the Product if evidence of the presence of termites is observed at the property on which the Product is installed and eradication action is not promptly taken;
 - Insect attack to the Product when it is attached to timber that is not at least the equivalent of H2 treated, or when it is attached to other termite susceptible material;
 - Insect attack to the Product where it has been less than 5 years since the property on which the Product is installed was cleared of brush/forest/ bush for construction.
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. The property on which the Product is installed must undergo a documented annual termite inspection, preferably by an approved pest control agency.
6. If evidence of the presence of termites is observed at the property on which the Product is installed at any time, eradication action must promptly be taken.
7. This Warranty covers only Vulcan Product that:
 - Is used in residential and light commercial exterior and interior applications at least 100mm above finished ground level, and 200mm above broken ground or water (or otherwise as stated in Abodo technical literature).
 - Does not exceed moisture fibre saturation point throughout the cross section during use.
 - Has been handled, fixed and maintained in accordance with local building code requirements, the applicable Installation Instructions and the Vulcan Technical Data Sheet published by Abodo at the time of installation;
 - When used in an exterior application:
 - Prior to installation has been coated on all six sides with approved waterproof paint, stain or sealer.
 - Has, within 1 month of installation or prior to installation, been sealed with a final coat on all exposed exterior faces.

The full coating must be applied in accordance with manufacturer's instructions and be well maintained to at least the manufacturer's specifications throughout the Warranty period.
 - Has been end-sealed when cross cutting, ripping or to any damage sustained, with both an approved anti termite treatment (applied prior to the coating or sealer) and waterproof paint, stain or sealer as appropriate.
 - Has not been sanded, planed, or gauged (the only permitted actions being ripping to width, cross cutting to length and attaching with fasteners); and
 - Has been protected on all sides and ends and maintained with an approved coating or surface protection system.
8. This Warranty does not apply to:
 - Product used in exterior decking or load bearing structural applications;
 - Product placed in fresh, saltwater, near ground or ground contact conditions;
 - Product removed from its original installation and reused;
 - Fungal Decay 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 contact with vegetation), or by a material change in the installation environment;
 - Fungal Decay caused by the Product being used for any purpose for which it was not designed or used in any structure built without or in contravention of appropriate planning authority approvals;
 - Direct or indirect corrosion of metal fasteners or hardware used in conjunction with the Product;
 - Any minor or aesthetic deterioration such as non-insect degradation or deterioration, eg: mould, decay;

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- Weathering of the Product, including, but not limited to, raised grain, splitting, checking, swelling, twisting, warping, shrinking, de-lamination of any laminated Product or any other physical property of the wood.
9. 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.
10. 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 Insect Attack. 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.

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. _____