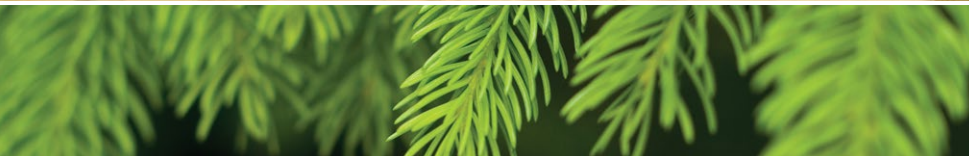
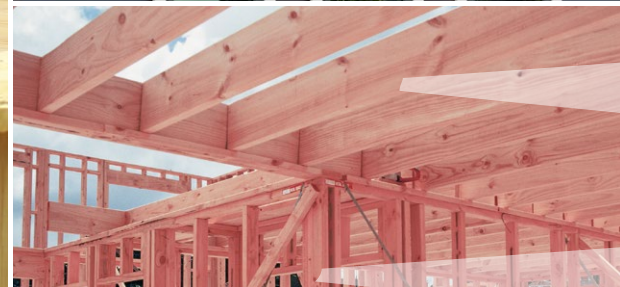


# TREATED WOOD PRODUCT WARRANTY



## STATUTORY RIGHTS

If you are a consumer or a homeowner, you may have certain rights under consumer protection legislation, including the Consumer Guarantees Act 1993 and/or the Building Act 2004 (“Statutory Rights”). When a statutory guarantee is breached, you may be entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses. For more information on your Statutory Rights, you can visit the Ministry of Business, Innovation and Employment websites at [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz) and <http://www.building.govt.nz/builditright-homeowners-building-warranties>.

Nothing in this document is intended to exclude, restrict or modify any of your Statutory Rights, except where you have purchased the Treated Wood Product in trade. If you have purchased the Treated Wood Product in trade, you agree that the provisions of the Consumer Guarantees Act 1993 do not apply in relation to the purchase, and it is fair and reasonable to exclude their application.

## WHAT IS COVERED

This Warranty covers wood products pressure treated with Timber Preservatives (“Treated Wood Product”). Koppers Performance Chemicals New Zealand (“KPC”) warrants to Owners that, subject to the terms, conditions, limitations and exclusions in this Warranty, the Treated Wood Product will not Structurally Fail during the applicable period stated in the Warranty Table. By purchase, acceptance, receipt, or use of the Treated Wood Product, the Owner accepts the terms, conditions, limitations and exclusions contained in this Warranty.

Capitalised terms used in this Warranty are as defined under “Meanings” below or elsewhere in this Warranty.

This Warranty is granted to Owners, but not to any other occupier of the real property to which this Warranty relates.

## MEANINGS

“**Hazard Class**” means each of the following Hazard Classes, described in NZS 3640 issued by Standards New Zealand:

Hazard Class	Exposure	Specific Service Conditions	Typical End Use Applications
H1.1	Protected from the weather, above ground	Protected from the weather, always dry	Interior finishing timber - see NZS 3602
H1.2	Protected from the weather, above ground, but with a possibility of exposure to moisture	Protected from the weather, but with a risk of moisture content conducive to decay	Wall framing - see NZS 3602
H3.1	Exposed to the weather, above ground	Periodic wetting, not in contact with the ground	Cladding, fascia, joinery – see NZS 3602 for requirements on paint protection
H3.2	Exposed to the weather, above ground, or protected from the weather but with a risk of moisture entrapment	Periodic wetting, not in contact with the ground, more critical end uses	All H3.1 uses, plus structural and decking - see NZS 3602
H4	Exposed to the weather, in ground or in fresh water	Subject to extreme wetting and leaching and/or where the critical use requires a higher degree of protection	Fence posts, landscaping timbers
H5	Exposed to the weather, in ground or in fresh water	Ground contact, or conditions of severe or continuous wetting, where uses are critical and where a higher level of protection than H4 is required	House piles and poles, crib walling

“**Owner**” means:

- the owner-of-record of the real property on which the Treated Wood Product was installed at the time the Treated Wood Product was installed; or
- if the Treated Wood Product was installed by a builder/contractor/owner in connection with new construction on real property owned by such builder/contractor/owner, the first owner-of-record that acquires such real property from the builder/contractor/owner.

“**Structurally Fail**” or “**Structural Failure**” means the inability of the Treated Wood Product to perform its intended function due to Fungal Decay or termite 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 Quaternary Compounds (“MicroPro®”);
- Protim® Optimum - Light Organic Solvent Preservatives (“Protim® Optimum”);
- Protim® Aquazole - Azole Micromulsion (“Aquazole”); or
- FramePro™, SureBor N or Liquid Boron (“Boron”).

“Warranty Table” means the following table:

1	2	3	4
TIMBER PRESERVATIVE	HAZARD CLASS	RESISTANCE LEVEL	WARRANTY PERIOD
			Subject to “Limitation of Remedies Available” (see below)
CCA	H1.1 to H5	H1.1: Insect activity only H3.1 to H5: Insect activity and fungal decay	50 years
ACQ	H3.1 to H5	H3.1 to H5: Insect activity and fungal decay	50 years
MicroPro	H3.1 to H5	H3.1 to H5: Insect activity and fungal decay	50 years
Protim Optimum	H1.1 to H3.1	H1.1: Insect activity only H3.1: Insect activity and fungal decay	25 years
Aquazole	H1.2 to H3.1	H1.2 to H3.1: Insect activity and fungal decay	INTERNAL FRAMING: 15 years: Where a drainage plane wall cavity exists 5 years: Where a face sealed cladding system exists
			EXTERIOR USES: 25 years
Boron	H1.1 to H1.2	H1.1: Insect activity only H1.2 to H3.1: Insect activity and fungal decay	15 years: Where a drainage plane wall cavity exists 5 years: Where a face sealed cladding system exists

**TO IDENTIFY A TREATED WOOD PRODUCT, LOOK FOR THE END TAG OR STAMP**

It’s easy to identify the Treated Wood Product. Simply look for the end tag or stamp on each piece of Treated Wood Product. Make sure you receive and retain original end tag(s) for each piece of Treated 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 necessary to present this documentation for all Treated Wood Product that is claimed to have Structurally Failed.



## WARRANTY CONDITIONS

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

- The Treated Wood Product must be used only in accordance with the approved conditions and specifications for that Hazard Class as specified on the stamp and/or end tag attached to the Treated Wood Product and, if applicable, the New Zealand Building Code and any other relevant building approvals and building standards;
- The Treated Wood Product must be treated with a Timber Preservative in New Zealand by a licensed or independently audited treating/manufacturing facility in accordance with the specifications set out in NZS3640 and/or joint standard AS/NZS1604 Parts 2 – 5;
- The Treated Wood Product must be treated only with a Timber Preservative supplied to the manufacturer by KPC;
- The Treated Wood Product must be used only within New Zealand; and
- An appropriate preservative must be applied at the time of construction on all saw cuts and drill holes in the Treated Wood Product treated to H3.1 or above. This Warranty will not cover Treated Wood Product for which there is no evidence that an appropriate preservative was applied in accordance with the manufacturer's directions at the time of the initial installation.

## WARRANTY EXCLUSIONS

This Warranty does not apply:

- if the Treated Wood Product is used for any Hazard Class 6 application;
- if the Treated Wood Product is used for public utilities, wood exposed to salt water, or infrastructure construction (except for motorway sound barrier panelling);
- if the Treated Wood Product is used in utility or electricity poles, marine piles, wharves or bridges;
- to the Structural Failure of projects or structures containing any Treated Wood Product where some or all of the Treated 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 Treated Wood Product where the Treated Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.);
- to the Structural Failure of the Treated 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 the Treated Wood Product, or Structural Failure resulting from such an occurrence;
- to the delamination of the Treated Wood Product including plywood and other laminated wood products;
- to mould, mildew, or fungal growth on the Treated Wood Product that is aesthetic; or
- to damage to the Treated 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 Treated 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 Treated Wood Product that has Structurally Failed;
- within thirty (30) days after delivery of the Notice, deliver to KPC a sufficient sample of the Treated 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 Treated Wood Product that has Structurally Failed prior to the removal of that Treated 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

Subject to any Statutory Rights, 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 4 of the Warranty Table:

- the replacement of the relevant Treated Wood Product (Treated Wood Product only) or the supply of equivalent goods;
- the repair of the relevant Treated Wood Product;
- the payment of the reasonable and actual cost of replacing the relevant Treated Wood Product (Treated Wood Product only) or of acquiring equivalent goods; or
- the payment of the reasonable and actual cost of having the relevant Treated Wood Product repaired,

(together, the "Exclusive Remedies").

Subject to any Statutory Rights, and except for the Exclusive Remedies, KPC disclaims any and all liability for any other loss or damage of any kind whether direct, indirect, punitive, incidental, special or consequential.

Subject to the other terms, conditions, limitations and exclusions in this Warranty and any Statutory Rights, 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 (as reasonably determined by KPC or its agent). The Owner must take all reasonable steps to mitigate any loss or damage resulting from 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 Treated 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.

## LIMITATION OF REMEDIES AVAILABLE CONTINUED

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 Treated 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 authorised 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 New Zealand. This Warranty applies to Treated Wood Product purchased after 1 June, 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; 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.

Treated Product treated by the manufacturer to Hazard Class H1.1 or H1.2 must be kept protected from the weather and clear of ground contact at all times, including before use.

Treated Product treated by the manufacturer to Hazard Class H3.1 or H3.2, must be kept clear of ground contact at all times, including before use.

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.

For more information call, or visit <http://www.kopperspc.co.nz>



Koppers Performance Chemicals New Zealand

14 Mayo Road Wiri Auckland New Zealand

Telephone 09 277 7770

[www.kopperspc.co.nz](http://www.kopperspc.co.nz)

© June 2016 Koppers Performance Chemicals New Zealand