

The TimTechChem Australia Pty Ltd Generations Guarantee



PNG Forest Products “NiuBridge” & “NiuDeck”

TimTechChem Australia Pty Ltd is a privately owned company committed to putting Values and Value into timber protection in Australia and Papua New Guinea. This Generations™ Guarantee is an additional assurance for wood products treated with TimTechChem Australia’s TimTech Q (Copper Quaternary) wood preservative by PNG Forest Products which are marketed and sold as “NiuBridge” and/or “NiuDeck”.

Our wood preservatives come with guarantees that cannot be excluded under the Australian Consumer Law. The end user is entitled to a replacement or refund for a major wood preservative failure and compensation for other foreseeable loss or damage caused by the wood preservative failure. The end user is also entitled to have the treated wooden products repaired or replaced if our wood preservatives fail to be of acceptable quality and the failure does not amount to a major failure. This Generations™ Guarantee is independent of any other implied or statutory warranties and/or legal protection which the purchaser may have against the manufacturer or reseller of the treated plywood or other parties. It does not limit any other rights that the end user may have under law.

Generations™ Guarantee Periods

PRESERVATIVE TYPE	HAZARD CLASS	RESISTANCE LEVEL	GUARANTEE PERIOD	
			Repair or replacement of Treated Product and direct labor costs only	Repair or replacement of Treated Product only
Copper Quaternary (more commonly known as ACQ)	H4 to H5	H4 to H5: insect activity and fungal decay	15 years	50 years

Generations™ Guarantee Hazard Class Definitions

HAZARD CLASS	EXPOSURE	EXAMPLE	SPECIFIC SERVICE CONDITIONS	BIOLOGICAL HAZARD
H4	Outside, in-ground	Garden edging & garden Walls, Fence posts & Landscaping, PNG Forest Products Plywood used in NiuBridge & NiuDeck Systems	Subject to severe wetting and leaching	Severe decay, borers and termites
H5	Outside, in-ground contact with or in fresh water	Buildings Poles, Engineered Retaining walls, Fresh water piles	Subject to extreme wetting and leaching and/or where the critical use requires a higher degree of protection	Very severe decay, borers and termites



Notes:

- (1) Treatment levels are defined in Australian Standards 1604.1 and are a guide to the general severity of biological hazards (termites and decay fungi) that are expected in a range of plywood application situations. See AS1604.1 Section 1 for further details.
- (2) The examples provided here are not exhaustive. Consult AS1604.1 or TimTechChem if you are unsure of the correct treatment level or specification for a particular application.

Wood products, when treated in accordance with AS1604 with TimTechChem Wood Preservatives, provide protection against fungal decay and insect attack. The guarantee applies from the date of treatment and for the treatment of plywood decking as specified in PNG Forest Products NiuBridge and NiuDeck manuals. Plywood correctly treated with TimTechChem wood preservatives and installed in accordance with the relevant Building Codes and/or Acts shall be eligible for this guarantee if the treated wood products become unserviceable due to termite attack, insect borers or fungal decay within the Generations™ Guarantee period above.

The Generations™ Guarantee is provided to PNG Forest Products and purchasers or owners of treated plywood products that have been correctly manufactured and branded in accordance with AS1604 by a TimTechChem wood preservative client for specific hazard classes.

CONDITIONS

In these conditions:

“the Act” shall mean the Competition and Consumer Act 2010 (Cth);

“the Manufacturer” shall mean PNG Forest Products

“the Goods” shall mean The Generations™ timber treatment preservatives set out in the Guarantee Chart, manufactured by the Manufacturer and supplied to the Recipient by TimTechChem, in this case TimTechChem Q (Copper Quaternary)

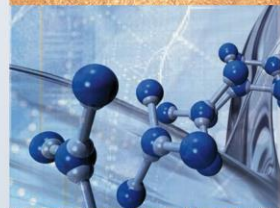
“Guarantee Chart” shall mean the Generations™ Guarantee Period Charts on page 1 of this Guarantee;

“TimTechChem” shall mean TimTechChem Australia Pty Limited ABN number 90 164 411 081;

“Treated Plywood” shall mean plywood treated with the Goods in accordance with the Manufacturer’s and TimTechChem’s specifications current at the time of the plywood being treated

- 1 This guarantee shall apply to:
 - a) Goods supplied by TimTechChem to the Manufacturer comprising TimTech Q (ACQ) which have been applied to Treated Plywood used only within Australia and Papua New Guinea;
 - b) Treated Plywood manufactured using the Goods supplied by TimTechChem to the Manufacturer in accordance with TimTechChem’s reasonable recommendations (as notified by TimTechChem to the Manufacturer in writing prior to the date of treatment) and the appropriate standards as at the date of manufacture of that Treated Plywood.
- 2 This guarantee shall not apply:

If the Treated Plywood is used for wood exposed to salt water and/or any Hazard Class H6 application.
- 3 To the maximum extent permitted by law (including under the Act), TimTechChem’s only obligation for failure to comply with this guarantee, is limited to:
 - (a) the extent that the Treated Plywood has become structurally unfit within the period set out in the Guarantee Charts, one or more of the following (at TimTechChem’s sole discretion):
 - (i) the replacement of the relevant Treated Plywood or the supply of equivalent goods;
 - (ii) the repair of the relevant Treated Plywood;
 - (iii) the payment of the cost of replacing the relevant Treated Plywood or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the relevant Treated Plywood repaired; and
 - (b) In addition to paragraph 3(a), to the extent that the Treated Plywood has become structurally unfit within the period set out in the Guarantee Charts, the payment of the reasonable direct labour costs incurred in the replacement or repair of the relevant Treated Plywood does not cover:
 - (i) any other loss or damage of any kind whether direct, indirect, incidental, special or consequential;
 - (ii) any other loss or damage due to insect activity or fungal decay including pest inspection, pest extermination, relocation or temporary or alternative accommodation;
 - (iii) any loss or damage to other timber, hardware or other materials affected by the Treated Plywood the subject of this guarantee;
 - (iv) incidental or consequential loss or damages claimed to be a result of damaged or undamaged Treated Plywood;
 - (v) any loss or damage due to the corrosion of fasteners, hardware or any other material or any damage resulting from such an occurrence;
 - (vi) any loss or damage due to weathering, mould growth, mechanical wear and tear, physical breakage due to overload or fire of the Treated Plywood; or
 - (vii) fungal decay other than in accordance with the Resistance Level corresponding with the relevant Goods with which the Treated Plywood was manufactured.





- 4 To the maximum extent permitted by law (including under the Act), TimTechChem's only obligation for failure to comply with any guarantee under the Act, is limited (where the Treated Plywood is not of the kind ordinarily acquired for personal, domestic or household use or consumption) to one or more of the following (at TimTechChem's sole discretion):
 - (a) the replacement of the relevant Treated Plywood or the supply of equivalent goods;
 - (b) the repair of the relevant Treated Plywood;
 - (c) the payment of the cost of replacing the relevant Treated Plywood or of acquiring equivalent goods;
 - (d) the payment of the cost of having the relevant Treated Plywood repaired.
- 5 Except where TimTechChem has agreed in writing to the contrary this guarantee shall not apply:
Unless all cuts including end cuts and cuts for speed bracing and bore holes and service holes in the Treated Plywood are treated with an appropriate preservative in accordance with TimTechChem's reasonable specifications (as notified by TimTechChem to the Manufacturer in writing prior to the date of treatment), during construction.
- 6 This guarantee does not cover any loss or damage due to the inherent physical properties or qualities of wood or engineered wood products (including laminated veneer lumber (LVL), particleboard, plywood and I-beams), including warping, splitting, twisting, checking, colour change, shrinking, swelling, delamination or other changes in the shape or strength of the Treated Plywood or damage resulting from any cause other than insect activity or fungal decay (in accordance with the Resistance Level corresponding with the relevant Timber Preservative with which the Treated Plywood was manufactured).
- 7 Failure to comply with any one or more of the requirements or recommendations of this guarantee will void this guarantee.
- 8 This guarantee is for the benefit of the owner of a property in which the Treated Plywood has been used, but only whilst that owner is the registered proprietor of such property but is not otherwise transferable or assignable to any other person.
- 9 This guarantee is in addition to rights and remedies under the Act and similar State and Territory laws in relation to the supply to consumers of Treated Plywood. Nothing in this document limits the rights or obligations of a party (which cannot be limited, modified or excluded) under provisions of the Act and similar State and Territory laws in relation to the supply to consumers of Treated Plywood.
- 10 This guarantee only applies to Treated Plywood that has been treated solely by the Manufacturer, purchased and installed in accordance with the "NiuDeck Construction Manual" and recommendations from the Manufacturer and approved by TimTechChem Australia Pty Ltd. A copy of the "NiuDeck Construction Manual" is available from your nearest PNG Forest Products representative.
- 11 This guarantee only applies to Treated Plywood that has been treated solely by the Manufacturer in the nominated veneer treatment plant in accordance with the "Treatment Plant Operating Procedures" and "Quality Assurance Scheme" approved by TimTechChem Australia Pty Ltd.
- 12 This guarantee is valid only in Australia and Papua New Guinea.

MAKING A CLAIM

- 1 In order to claim this guarantee, you must either:
 - (a) send a sample of the goods alleged to be defective, together with:
 - (i) the accompanying receipt for the purchase of the Goods;
 - (ii) details as to why the Goods are alleged to be defective; and
 - (iii) a written statement that you are making a claim under this guarantee, to TimTechChem before the expiry of the guarantee;
- OR
- (b) contact TimTechChem and, if agreed to by TimTechChem arrange a time and place to collect the Goods, or a sample of the Goods, alleged to be defective from you, together with:-
 - (i) the accompanying receipt for the purchase of the Goods;
 - (ii) details as to why the Goods are alleged to be defective; and
 - (iii) a written statement that you are making a claim under this guarantee, before the expiry of the guarantee as set out in the Guarantee Charts
- 2 If TimTechChem is not agreeable to collecting the Goods, or a sample of the Goods, from you, then you will need to comply with paragraph 1 (a) above in order to make a claim.
- 3 Once TimTechChem receives:
 - (a) the Goods;
 - (b) the accompanying receipt for the purchase of the Goods;
 - (c) details as to why it is alleged that the Goods are defective; and
 - (d) a written statement that you are making a claim under this guarantee,



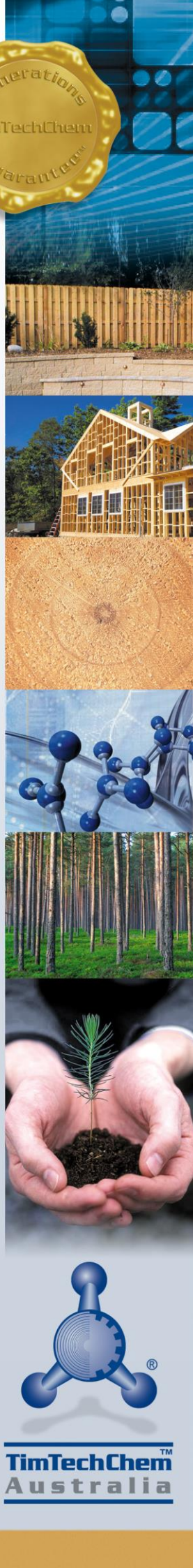
TimTechChem will assess your claim (including, if it deems necessary, by obtaining an independent assessment of the Goods) and respond to you within a reasonable period of time after the claim is made. TimTechChem will replace the goods if it determines that the goods are defective and that the defect was one against which TimTechChem has provided a guarantee.

- 4 For TimTechChem to honour this guarantee, TimTechChem must be satisfied at its sole discretion that the Manufacturer manufactured the Treated Plywood that is the subject of a claim in accordance with the appropriate standards and TimTechChem's specifications and reasonable recommendations (as notified by TimTechChem to the Manufacturer in writing prior to the date of treatment), and that TimTechChem was the sole supplier to the Manufacturer of the relevant Goods at the time that Treated Plywood was manufactured and treated.
- 5 TimTechChem retains the right to deal with whomever it deems relevant to the assessment of its liability for a claim under this guarantee and to inspect the relevant Treated Plywood that has become structurally unfit prior to its removal from service.
- 6 This guarantee expires as set out in the Guarantee Charts.
- 7 If you make a claim under this guarantee you must pay your own expenses of making the claim.
It is recommended that you:
 - (a) retain original proof of purchase of the Treated Plywood; and
 - (i) an original end "tag"; or
 - (ii) an original end "burn-brand" (sawn end of timber).
 - (b) For best performance and results, follow all of the recommendations of TimTechChem including as set out in any of TimTechChem's brochures;
 - (c) Only use Treated Plywood in the Appropriate Applications and environment as per the specifications set out in the Australian Standard AS1604 as at the date of purchase of the Treated Plywood,
 - (d) Obtain and fully read a copy of:
 - (i) TimTechChem's Consumer Information and Handling Guide; and
 - (ii) TimTechChem's Material Safety Data Sheet
 - (iii) PNG Forest Products NiuDeck and NiuBridge Construction Manuals

CONTACT DETAILS

This guarantee is provided by TimTechChem Australia Pty Ltd, whose contact details are:
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