

DesignPine® exterior above ground timber products Limited Guarantee against decay and termites

DesignPine® outdoor wood products are ideal for external building components such as cladding, fascia, window & door reveals as well as fence pickets, deck bearers, posts, pergolas, and other similar outdoor structures for your home or business. With the built in protection of Vacsol® Azure, an APVMA⁽¹⁾ registered wood preservative, DesignPine® wood products used in Australia are guaranteed to be resistant against termite attack and fungal decay (rot) as per the table in this form. Any correctly installed DesignPine® wood product that becomes functionally unserviceable due to termite attack, insect borers or fungal decay within the specified limited guarantee period will be repaired or replaced subject to the terms detailed in this limited guarantee. This limited guarantee is provided free of charge to owners of DesignPine® outdoor wood products. Please refer to terms and exclusions overleaf.

Our goods being DesignPine® outdoor wood products, 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.

The limited guarantee only covers Design Pine outdoor timber products, and only against fungal decay and wood destroying insects as detailed in this limited guarantee as a result of the Vacsol® Azure wood preservative embodied in the DesignPine® outdoor timber product. No other properties or characteristics of the DesignPine® outdoor wood product are covered under this limited guarantee. "Product" means any individual piece of DesignPine® that is protected by Vacsol® Azure preservative under the conditions of this limited guarantee.

This limited guarantee is independent of any other warranties and legal protection which you, as the purchaser or owner, may have against the manufacturer or reseller of DesignPine® outdoor wood products, your builder or other parties; and does not limit or modify any other rights that you have under law. This limited guarantee is provided to you in respect of the preservative qualities of Vacsol® Azure wood preservatives used to protect your DesignPine® outdoor wood products against decay and insect attack.

1 – Australian Pesticides & Veterinary Medicines Authority



TERMS AND CONDITIONS

Limited Guarantee against decay and termites

DesignPine® outdoor wood products

The following table identifies the specific limited guarantee period for DesignPine® outdoor wood products. ITI Australia's maximum liability under this limited guarantee (for product replacement including labour or for product replacement only) is strictly limited as per the following table.

Treatment Level ⁽¹⁾	Specific Application Examples ⁽²⁾	Conforming Preservatives ⁽³⁾	Limited guarantee Period ⁽⁴⁾	
			Product replacement & labour costs	Product replacement only
H3 general use -outdoors above ground	Bearers, joists, fascia pergolas, cladding, hand rails, verandah posts, fence pickets	64	10 years	25 years

Notes:

- (1) Treatment levels are defined in Australian Standard 1604.1 and are a guide to the general severity of biological hazards (termites and decay fungi) that are expected in a range of timber application situations. See AS1604.1 Section 1 for further details.
- (2) The examples provided here are not exhaustive. Consult AS1604.1 or the DesignPine® product information if you are unsure of the correct specification for a particular application.
- (3) There are a range of approved preservatives under Australian Standards that may be available in the market depending on the supplier and the type of timber product. DesignPine® uses only preservative number 64. Refer to AS1604.1 Appendix C for further information.
- (4) The DesignPine® limited guarantee covers both product replacement and installation labour up to the period specified in column 4 from the date of supply (as shown on your purchase invoice from merchant). After that period has elapsed, the limited guarantee covers product replacement only up to the period specified in column 5.
- (5) Subsequent owners of the property where the DesignPine® products are installed are also covered by this limited guarantee from the original purchase date. See exclusions and limitations below.

IMPORTANT INFORMATION FOR THE OWNER AND BUILDER

It is important that you the owner and your builder or tradesman understand the following issues for the correct selection and use of DesignPine® outdoor wood products. This limited guarantee covers the use of DesignPine® wood products against fungal decay, termite attack and insect borers when used for outdoor construction and external building applications only.

EXCLUSIONS AND LIMITATIONS

Subject to the Australian Consumer Law, this limited guarantee specifically limits and/or excludes claims, costs or damages against ITI Australia as follows:

- Deterioration of or damage to DesignPine® outdoor wood products due to any other cause apart from fungal decay, termites or insect borers (such as but not limited to weathering, corrosion, bleaching, paint failure, mould & surface stains, checking, mechanical wear and tear, physical breakage due to overload and fire).
- Any inherent physical properties or qualities of wood itself such as strength, general appearance, knots and other imperfections, wane, shrinkage, swelling, splits, warping and twisting.
- Any minor or aesthetic damage that does not significantly affect the structural or functional capacity of the DesignPine® wood products.
- Any DesignPine® products used for an application for which it is not suitable for such as ground contact (see table above). See the DesignPine® installation guidelines for correct selection and procedures.
- Any DesignPine® wood products that are rip sawn, re-dressed, or have the original dimensions significantly altered in any way (except for cutting to length and notching as required for fitting). Note: All end cuts, notches, rebates and drill holes must have a suitable preservative re-sealer applied (see resealing instructions), plus penetrating holes must be sealed closed to prevent water ingress.
- Any DesignPine® wood products used in any structural application in a manner not consistent with the Building Code of Australia or in contravention of local building approvals or appropriate building standards.
- Any other costs, damages, injury compensation or consequential losses to other property, the purchaser or any other party howsoever caused as a result of using the products (except where such liabilities by law can not be excluded or limited).
- Disposal of any redundant wood products replaced under this limited guarantee.
- Any Design Pine® wood product not installed in accordance with installation guidelines
- Any DesignPine® wood products used outside of Australia. ITI Australia reserves the right of site inspection and verification of any claims made under this limited guarantee. ITI Australia shall be entitled to reject any claim in whole or in part if any of the terms and conditions in this limited guarantee is not met in whole or in part.



TIMBER TREATMENT BRANDING

All DesignPine® wood products will bear an approved treatment brand (See AS1604.1 Section 8). It is vital for this limited guarantee that you note the brand details of all DesignPine® wood products supplied to you. Your project or building lot may contain DesignPine® wood products from a number of producers. If the DesignPine® wood products do not bear brand markings (for example if they have been pre-cut and assembled prior to delivery) then you must get your builder or supplier to obtain the brand details for the products supplied. The treatment brand may be present as a printed label, a burned-on or ink stamp mark and will have the following form:

XXX 64 H33

The XXX component will be a 3 digit producer number that uniquely identifies the production facility that manufactured the particular DesignPine® product. The only producer numbers that are valid for DesignPine® wood products are listed below. If your brand details contain other producer numbers then it is not a DesignPine® product.

Supplier	Producer number
Taranaki Pine	734
Niagara Sawmills	604
OTC Timber	945
Flight Timbers	672
Waimea Sawmills	144
ITI Chile	474

RESEALING INSTRUCTIONS

You must use an APVMA registered "in can" wood preservative for resealing of all surfaces and freshly exposed faces resulting from cutting, notching, rebating, beveling and drilling. Failure to do so may void this guarantee. Refer to the DesignPine® installation guidelines for further details.

CLAIMING UNDER THE LIMITED GUARANTEE

To seek to claim on the limited guarantee you must send a claim in writing to ITI Australia within 30 days of discovering your right to claim, together with the original or copy of your purchase invoice, or other proof that the wood product is DesignPine® outdoor wood. Before accepting any claim ITI Australia may require you to send photographs and or pieces of the damaged wood. ITI Australia must be permitted to inspect and test the claimed failed DesignPine® products and any structure in which it is incorporated to determine the validity of your claim. ITI Australia will meet its own expenses of any such assessment or inspection, and will advise you of its acceptance or rejection of any claim within a reasonable time. Your costs incurred of claiming under the limited guarantee will not be reimbursed to you.

Guarantee claims are to be made to:

ITI Australia Pty Ltd:
The Manager - DesignPine
PO Box 278
St Marys NSW 1790

Phone: 02 8805 5000
Email: designpine@iti.net.au

The terms and conditions (including exclusions and limitations) in future versions of this limited guarantee may be varied without notice to existing guarantee holders. The version of the limited guarantee that is in place at the time of your purchase is the version that will apply to your claim.

DesignPine® is a registered trademark of ITI Australia, et cetera
Vacsol® is a registered trademark of Arch Timber Protection Plc,
Wheldon Road, Castleford, UK

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PLEASE COMPLETE AND RETAIN FOR YOUR RECORDS

Purchaser's or owners name:

Purchaser's or owner address:

Post code:

Location where DesignPine® outdoor wood products are installed (if different to above):

Builder's or tradesman's name:

License No. (if applicable):

Timber supplier (if applicable):

Date of supply: / / 20

BRAND DETAILS, DESCRIPTION AND QUANTITIES OF DesignPine® WOOD PRODUCTS:

It is important that you record the treatment brands and other details of all the DesignPine® outdoor wood products used in your project. The brand verifying the treatment and the producer should appear as a stamp or small label on each piece of DesignPine® wood product and will have the following form – XXX 64 H3. XXX will be a 3 digit number that uniquely identifies the producer of the DesignPine® wood product and 64 identify the specific type of preservative used to treat the wood product. Please note that there may a number of different brand numbers present in a job lot of DesignPine® wood products. See the guarantee document for further details.

Description of DesignPine® wood product(s)	Quantity (linear meters or number of pieces)	Brand Details for each wood product

See guarantee document for terms and conditions of this guarantee and other recommendations and information. Please retain this document along with your purchase receipts for reference if required.

NOTES:
