

20.08.10

## 1. Scope of the Warranty

- 1.1 This Warranty is exclusive to the original purchaser of Accoya® wood from Accsys Technologies, the original owner of any structure on which the Accoya® wood is installed and the next owner of that structure. It is non-transferrable or assignable to any other person.
- 1.2 Accsys Technologies warrants that at the date of delivery as stated on the invoice, Accoya® wood shall be in accordance with our Grading Specifications (available via our web-site <http://www.accoya.com/login.asp> using the following login details: Email address: [customer@accsys.com](mailto:customer@accsys.com) Password: accsystem1).
- 1.3 In addition, Accsys Technologies warrants that Accoya® wood shall remain free of material damage from the date of delivery of the Accoya® wood as stated on the invoice and for:
- (a) 50 years when the Accoya® wood product is used above ground<sup>1</sup>; and
  - (b) 25 years when the Accoya® wood product is used at or below ground level.

## 2. Definition of Material Damage

- 2.1 For the purposes of this Warranty, Accoya® wood shall be materially damaged if it is shown that in ordinary usage:
- (a) the Accoya® wood product has been materially damaged by fungal decay or rot (for the purposes of this Warranty fungal decay shall be limited to decay caused by all soft-rot fungi and fungal species *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Corriolus versicolor*, *Serpula lacrymans* and shall not include common surface mold, mildew or any other organism, bacteria or fungi); or
  - (b) the maximum swell or shrinkage in one direction is greater than 2.5% during normal use<sup>2</sup>; and
  - (c) in both (a) and (b) above, such that the Accoya® wood does not perform its intended function.

## 3. Remedy

Accsys Technologies shall at its sole option either replace, repair or compensate by cash payment any materially damaged Accoya® wood from the date of delivery until the expiry of the periods as set out at paragraph 1.3 above. Any cash compensation shall be limited to the value of the original invoice for the Accoya® wood purchased.

## 4. Exclusions of Remedy and Warranties

- 4.1 In no event will Accsys Technologies be liable for any incidental, economic, exemplary, special, punitive or consequential damages, whether direct or indirect, howsoever arising.
- 4.2 The statements in this Warranty constitute the only warranty given by Accsys Technologies and all other express or implied warranties, including any implied warranties of merchantability or fitness

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<sup>1</sup> For the avoidance of doubt, where the end-product does not comply with established norms for water drainage or water evaporation or is positioned less than 20cm above ground it shall be deemed at or below ground level and the 25 year Warranty shall apply.

<sup>2</sup> Swelling and shrinkage can only be validated by removal and testing that the shrinkage or swell is greater than 2.5% from fully water saturated to oven dry according to standard tests (details of which are available upon request from Accsys Technologies) performed by an independent research institute approved in writing by Accsys Technologies.

for a particular purpose (save where arising under applicable product warranty laws that cannot be lawfully disclaimed) are expressly excluded.

## 5. Conditions

This Warranty shall be subject to the following terms and conditions:

- 5.1 Claims must be made in writing to Accsys Technologies within 30 days after discovery of suspected damage, accompanied by this original Certificate of Warranty, copies of the relevant invoice(s), a statement describing the damage and photographs showing the suspected damage.
- 5.2 Accsys Technologies reserves the right to inspect the defect in situation prior to the authorisation by Accsys Technologies, in its sole discretion, of any repair, replacement or financial compensation. From the date a potential claim is detected, the claimant must take all reasonable steps to protect the Accoya<sup>®</sup> wood from further damage.
- 5.3 Accoya<sup>®</sup> must be stored, installed and/or used in accordance with Accsys Technologies' written instructions and all certification bodies and building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install Accoya<sup>®</sup> wood in accordance with Accsys Technologies' printed instructions will invalidate this Warranty.
- 5.4 This Warranty does not cover the costs associated with removal of damaged Accoya<sup>®</sup> wood or installation of replacement Accoya<sup>®</sup> wood or any remanufacturing costs.
- 5.5 Failure to follow these procedures may invalidate any claim under this Warranty.

## 6. Exclusions

This Warranty does not cover:

- 6.1 any use of the ACCOYA<sup>®</sup> product in the relevant use class that contravenes the requirements set out in the American Wood Protection Association Use Category Designation: UC1, UC2, UC3 for the Warranty stated in paragraph 1.3 (a) above (50 year Warranty) and UC4 for the Warranty stated in paragraph 1.3 (b) above (25 year Warranty. **NB** see also footnote 1);
- 6.2 any contact between Accoya<sup>®</sup> wood and liquids that have a pH higher than 9;
- 6.3 any continual contact between Accoya<sup>®</sup> wood exposed to salt and brackish water (American Wood Protection Association Use Category Designation UC5);
- 6.4 any Accoya<sup>®</sup> wood subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of Accsys Technologies;
- 6.5 damage or defects resulting from or in any way attributable to:
  - (a) improper storage, handling, installation or use of the Accoya<sup>®</sup> wood, including but not limited to any damage where Accsys Technologies' written instructions have not been followed;
  - (b) misuse, neglect, alteration or abuse of the Accoya<sup>®</sup> wood;
  - (c) settlement or structural movement and/or movement of materials to which the Accoya<sup>®</sup> wood is attached;
  - (d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
  - (e) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; and
  - (f) any cause other than manufacturing defects attributable to Accsys Technologies.

## 7. Geographical coverage

This Warranty applies to Accoya<sup>®</sup> wood purchased, installed and/or used in the United States of America or Canada.

**8. Contact**

You may contact Accsys Technologies by writing to the President of Sales at the address shown on page 1 of this Warranty.

**9. Governing Law and Disputes**

This Warranty is governed by the laws of the State of Texas and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of the State of Texas or to arbitration at the discretion of Accsys Technologies.