

# The TimTechChem Australia Pty Ltd Generations Guarantee



TimTechChem Australia Pty Ltd is a privately owned company committed to putting Values and Value into timber protection in Australasia. The Generations™ Guarantee is an additional assurance for all users of wood products treated with TimTechChem Australia wood preservatives.

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 wood products 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
CCA	H3 to H5	H3 to H5: insect activity and fungal decay	15 years	50 years
Copper Quarternary	H3 to H5	H3 to H5: insect activity and fungal decay	15 years	50 years
LOSP	H1 to H3	H1 to H2: insect activity only H3: insect activity and fungal decay	15 years	25 years
BIFENTHRIN	H1, H2F* and H2S*	H1, H2F* and H2S*: insect activity only	25 years	25 years

\*Please note Hazard Classes H2F and H2S are only to be used south of the Tropic of Capricorn

## Generations™ Guarantee Hazard Class Definitions

HAZARD CLASS	EXPOSURE	EXAMPLE	SPECIFIC SERVICE CONDITIONS	BIOLOGICAL HAZARD
H1	Inside, above ground	Tongue & Groove Flooring	Completely protected from the weather and well ventilated, and protected	Lyctid borers
H2*	Inside, above ground	Trusses & Framing	Protected from wetting. Nil leaching	Borers and termites
H3	Outside, above ground	Decks, Boardwalks platforms, Bearers, Joists, Fascia, Cladding	Subject to periodic moderate wetting and leaching	Moderate decay, borers and termites
H4	Outside, in-ground	Garden edging & garden Walls, Fence posts & Landscaping	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
H6	Marine waters	Marine Piles	Subject to prolonged immersion in sea water	Marine wood borers and decay

\*Please note Hazard Classes H2F and H2S are only to be used south of the Tropic of Capricorn.





## 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 timber 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 Hazard Classes/end uses above. Timber 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 TimTechChem clients and purchasers or owners of treated wood 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 the manufacturer of the Goods;

“the Goods” shall mean The Generations™ timber treatment preservatives set out in the Guarantee Charts, manufactured by the Manufacturer and supplied to the Recipient by TimTechChem;

“Guarantee Charts” 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 Timber” shall mean timber treated with the Goods in accordance with the Manufacturer’s and TimTechChem’s specifications current at the time of the timber being treated

1 This guarantee shall apply to:

(a) Goods supplied by TimTechChem to the Manufacturer comprising CCA, TimTech Q (ACQ), LOSP or Permethrin which have been applied to Treated Timber used only within Australia;

(b) Goods supplied by TimTechChem to the Manufacturer comprising Bifenthrin which has been applied to Treated Timber used only within Australia but south of the Tropic of Capricorn;

(c) Treated Timber 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 Timber.

2 This guarantee shall not apply:

(a) if the Treated Timber is used for public utilities, wood foundation systems, wood exposed to salt water, any Hazard Class H6 application, and infrastructure construction (except for freeway sound barrier panelling);

(b) if the Treated Timber is used in utility or electricity poles, building poles, foundation piles, freshwater or marine piles, vineyard, orchard or other agricultural posts, wharves or bridges;

(c) in relation to Treated Timber that is hardwood with heartwood in the cross section of that hardwood if that Treated Timber becomes structurally unfit due to insect activity or fungal decay that occurs to the heartwood of that hardwood.

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 Timber 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 Timber or the supply of equivalent goods;

(ii) the repair of the relevant Treated Timber;

(iii) the payment of the cost of replacing the relevant Treated Timber or of acquiring equivalent goods;

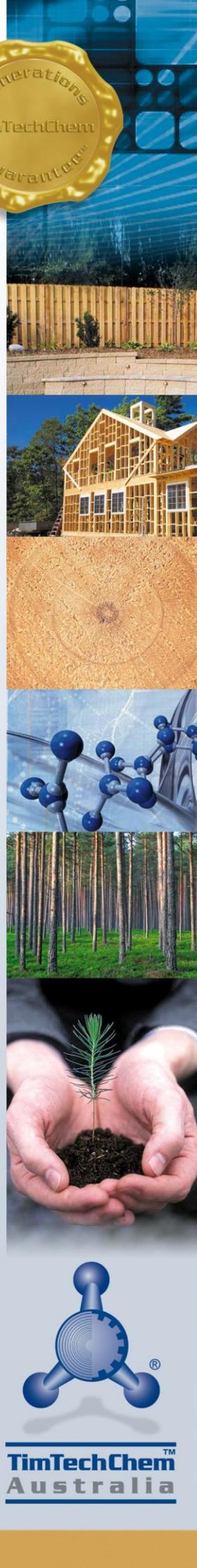
(iv) the payment of the cost of having the relevant Treated Timber repaired; and

(b) In addition to paragraph 3(a), to the extent that the Treated Timber 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 Timber and 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 Timber the subject of this guarantee;



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- (iv) incidental or consequential loss or damages claimed to be a result of damaged or undamaged Treated Timber;
  - (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 Timber; or
  - (vii) fungal decay other than in accordance with the Resistance Level corresponding with the relevant Goods with which the Treated Timber 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 Timber 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 Timber or the supply of equivalent goods;
  - (b) the repair of the relevant Treated Timber;
  - (c) the payment of the cost of replacing the relevant Treated Timber or of acquiring equivalent goods;
  - (d) the payment of the cost of having the relevant Treated Timber repaired.
- 5 Except where TimTechChem has agreed in writing to the contrary this guarantee shall not apply:
- (a) unless all Treated Timber is treated in its initial shape and form. Treated Timber that has been rip sawn, re-sized, required additional machining or had its original dimensions altered in any way must be re-treated with the appropriate Timber Preservative;
  - (b) unless all cuts including end cuts and cuts for speed bracing and bore holes and service holes in the Treated Timber (other than Treated Timber treated by the Manufacturer with Bifenthrin or Permethrin) 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 Timber 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 Timber was manufactured).
- 7 Despite paragraphs 5 and 6 above, trenches in Treated Timber treated by the Manufacturer with Bifenthrin do not require resealing if they are tightly joined to treated timber which has been treated to the same or a higher Hazard Class and if there is no exposed untreated timber.
- 8 Treated Timber treated by the Manufacturer to Hazard Class H1 or H2 must be kept protected from the weather and clear of ground contact at all times during any storage, warehousing or use (excluding a reasonable period during construction using that Treated Timber).
- 9 Treated Timber treated by the Manufacturer to Hazard Class H3 must be kept clear of ground contact at all times during any storage or use.
- 10 Failure to comply with any one or more of the requirements or recommendations of this guarantee will void this guarantee.
- 11 This guarantee is for the benefit of the owner of a property in which the Treated Timber 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, including any builder or any occupier of such property.
- 12 This guarantee does not cover any owner for any claims made against the owner by any occupier of such property.
- 13 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 Timber. 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 Timber.
- 14 This guarantee is valid only in Australia.

## 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,

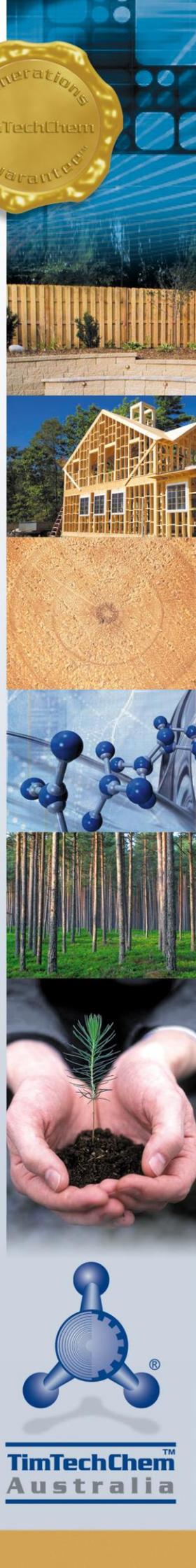
TimTechChem will assess your claim (including, if it deems necessary, by obtaining an independent assessment of the Goods) and respond to you within a reasonable period of time after the claim is made. TimTechChem will replace the goods if it determines that the goods are defective and that the defect 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 Timber 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 Timber 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 Timber 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 Timber; 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 Timber 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 Timber, including the respective category of the Hazard Class for which the Treated Timber was manufactured; and
  - (d) Obtain and fully reads a copy of:
    - (i) TimTechChem's brochure for the relevant Goods which will contain further information about use of those Goods; and
    - (ii) TimTechChem's Consumer Information and Handling Guide; and
    - (iii) TimTechChem's Material Safety Data Sheet or equivalent Manufacturer's publications.

## CONTACT DETAILS

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