

# 15 Year Warranty

## Limited warranty for Japanese Cedar timber supplied by SUGI NZ

SUGI NZ warrants to the building owner (the 'Owner') into which SUGI (the 'product') has been placed. This warrant guarantees that the product will resist damage caused by fungal decay for a total of 15 years from the supply date, thereby ensuring that it is not Structurally Unfit for its original purpose. This guarantee is subject to the following terms and conditions:

### Conditions of Warranty:

By definition, Structurally Unfit refers to the inability of the Product to perform its intended function for which it was originally acquired and used. This inability is produced solely through the result of fungal decay, where the product has been used in an appropriate application, in accordance with the terms and conditions of this warranty and not exceeding its reasonable limitations.

This warranty is intended to benefit the first Owner, while they are the owner of the property.

It is applicable to both residential and light commercial applications that stand at least 300mm above ground level, or as otherwise stated in technical literature provided by SUGI NZ.

The product is to be proved as a genuine SUGI NZ product. This requires the production of the proof of date, purchase and packet number from which the material came from.

The way in which the product has been handled, fixed and maintained must be in accordance with the appropriate guidelines in force at the time i.e. Installation instructions or the appropriate current SUGI Technical Data Sheet published by SUGI NZ Limited.

The product must be protected on all sides and ends, and maintained with an appropriate coating surface protection system.

The Owner must make a warranty claim within 6 months of discovery of the relevant fungal decay.

### Exclusions of Warranty:

- The warranty will not cover any claims made against the Owner by any occupier of the property.
- The Product being placed in fresh, salt water or ground contact conditions.
- The Product being removed from its original installation and reused at a new location.
- Any degrade caused by poor installation or maintenance, including the accumulation of dirt and other organic matter, or by a material change in the installation environment i.e. where the product is 'in effect' being unnecessarily subjected to in-ground contact conditions, such as those created by water or soil entrapment under planters or similar objects or conditions.

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- Failure that results from the Product being used for any purpose that it was not designed for.
  - Direct or indirect corrosion of metal fasteners or hardware, used in conjunction with the product.
  - Weathering of the Product, including, but not limited to, splitting, checking, swelling, raised grain, twisting warping, shrinking, de-lamination of any laminated Product, or any other physical property of the wood.
  - 'Fungal Decay,' as used in the warranty, refers to the wood destroying fungi that degenerate and feed on the wood cell walls. Staining and mould fungi associated with the weathering of the product is excluded.

### **Transferability of Warranty:**

This warranty is only of benefit to the first Owner, while they are the owner of the property. It is not transferable or assignable to any other person, including any builder or occupier of the property.

### **Undertaking:**

The warranty consists of the cost of re-supply, by SUGI NZ Limited, of Product that is proven to have failed as a result of fungal decay, FREE OF CHARGE. SUGI NZ may either replace the product with the same or similar product, or offer a full refund of the original price at the Owner's discretion. The warranty does not cover the removal costs or reinstatement of such components or consequential costs, or any loss resulting from failure of the component. Prior to removal, the Owner must authorize a Product inspection by SUGI NZ and/or their representatives.

### **Statutory Rights:**

This warranty is in addition to the purchaser's normal statutory rights. The warranties are from manufacturer to consumer/buyer. However, the authorised retailer from where the goods were purchased from should be the initial contact, if a complaint needs to be raised. The complaint should be made in writing/e-mail, and must include the proof of purchase, which comprises of the original invoice and this completed warranty document.

