

Structural Plywood Limited Warranty

STRUCTURAL PLYWOOD LIMITED WARRANTY

bbi Wood Products (the 'Distributor') confirms the terms and conditions of the **Structural Plywood Limited Warranty** as set out in this document (the 'Warranty') in respect of the **Structural Plywood** (the 'Product') supplied by the Distributor to you (the 'Buyer').

Subject to the conditions and limitations set out in this warranty, when stored, handled, installed and maintained in accordance with bbi Wood Products Structural Plywood Technical Information and the Building Product Information Sheets that are current at the time of installation, bbi Wood Products Structural Plywood range will continue to contribute to the relevant performance requirements of the New Zealand Building Code (NZBC).

bbi Wood Products Structural Plywood Products range must be installed with good building practice, robust construction methodology and sound design principles and recommend you seek advice from qualified building professionals where appropriate.

Should you have any questions, or in the event of a problem arising with the Structural Plywood product range, in the first instance please contact bbi Wood Products Customer Services.

As a duty of care, bbi Wood Products as a responsible building products supplier is committed to providing technical information that is readily available online at bbi.net.nz or by contacting bbi Wood Products directly on 0800 227 759.

Terms and Conditions:

1. This warranty applies to the Structural Plywood range of products supplied by bbi Wood Products (subject to any exceptions and limitations noted in bbi Wood Products technical information) used in general applications that are subject to the terms and conditions of this warranty.

2. This warranty ensures at the time of the delivery of products to the merchant, the products are of merchantable quality and are supplied free of freight-related damage, and manufacturing defects.
3. This limited warranty is applied for 12 months from a proven date of purchase or delivery dispatch from whichever is earlier.
4. Subject to the terms of the warranty, this warranty applies to Structural Plywood Product:
 - a. Where the Structural Plywood product have been used in general applications;
 - b. Which have been installed, maintained and cared for in its environment;
 - c. Where the Distributor have been notified of a defect within 7 days when first made aware of a defect or problem, or within 7 days of such a time as the defect ought reasonable to have been identified (whichever is earlier). 7 days is a reasonable time period to examine or detect any issues with the product.
5. If a suspected defect is out of time with the stipulated warranty as expressed in Clause 3, or the 7 days as noted in Clause 4(c) it is at the discretion of the Distributor to investigate the matter further. The Distributor may also consider any relevant statutory durability time frames that may be applicable, or condition of the Product when exposed in its environment as part of the Distributors' investigation and to consider the Distributors' responsibilities as a supplier of building products and limited liability.
6. This warranty does not cover damage caused by:
 - a. Application design, or function of installation or the failure to adhere to guidance that may be issued or industry best practice for the installation of the product, including (but not limited to) the incorrect installation, poor detailing, or

Structural Plywood Limited Warranty

incorrect or incompatible materials use; or

- b. Any neglect, physical abuse, impacts, mechanical damage, accidents, incorrect handling, misuse, improper maintenance, growth of mould/mildew/fungi/bacteria or any other organism; or
- c. Any environmental conditions or excessive moisture or dampness caused by improper design or exposure; or
- d. Failure of any applied coating system, improper application of coating systems or the failure of coating maintenance; or
- e. Failure of any fasteners, adhesives, or other accessories used to affix the interior linings; or
- f. Any events directly or indirectly attributed to the building structure, building substructure, or other building elements and/or products, from instability or overloading caused by consequential or indirect loss or damage contributed to by any defect; or
- g. The Structural Plywood product being used in applications and/or the intended use being outside the recommendations that are expressly referred to in the Technical Information or Building Product Information made readily available by bbi Wood Products; or
- h. Any Structural Plywood product that is not installed by an appropriately trained and skilled person; or
- i. Where a defect is insubstantial or trivial in nature; or
- j. Any acts of God or any natural occurrence of any other circumstance beyond the control of bbi Wood Products.

7. In respect to any claims of any kind, to the extent permitted by law;

- a. The Distributor and Buyer agree, that Claims shall be subject to qualifications, limitations and exclusions contained in these terms;
- b. The sole remedies available to the Buyer against the Distributor for a claim, whether under these terms or at law, shall be at the Distributor's discretion, with the:

 - i. Repair or replacement of the Product supplied to the Buyer; or
 - ii. Payment of compensation up to the liability cap that shall not exceed the price of the Product to which the claim relates.

- 8. Notwithstanding any defective Claims with the Product in question and any terms noted in this warranty, the Distributor will not be liable for any costs or losses from failure to follow relevant advice and resolution provided by the Distributor to the Buyer when a Claim is being made on the Product; and
- 9. Any decisions the Buyer makes, without the approval and written agreement of the Distributor, to proceed with any remedies or replacement of Product subject to a Claim will forfeit any qualifications, limitations and exclusions contained in these terms.
- 10. In addition with the qualifications, limitations, and exclusions contained in these terms, This warranty will not be liable (whether in contact, tort, including negligence, statute or otherwise) for any;

 - a. Removal of products or systems without prior agreement;
 - b. Installation of substitute products or systems;
 - c. Workmanship issues;
 - d. Costs of travel;
 - e. Costs of time spent on the investigation of a claim;
 - f. Any indirect costs with any third party;
 - g. Loss of profits;
 - h. Consequential loss or damage;
 - i. Indirect loss or damage; or
 - j. Special loss or damage of any kind.