

The Azelis Australia Pty Ltd Generations Guarantee



Azelis Australia Pty Ltd is committed to supplying the highest quality timber preservatives to ensure we create value for all stakeholders within the timber industry. The Generations Guarantee (the “Guarantee”) is an additional assurance for the Owners (as defined hereunder) of wood products treated with Azelis Australia Pty Ltd timber preservatives (the “Treated Products”).

Our Timber Preservatives (as listed hereunder) come with guarantees that cannot be excluded under the Australian Consumer Law. The Owner (as defined hereunder) is entitled* to a replacement or refund for a major Timber Preservative failure and compensation for other foreseeable loss or damage caused by the Timber Preservative failure. The Owner is also entitled to have the treated wooden products repaired or replaced if our Timber Preservatives fail to be of acceptable quality and the failure does not amount to a major failure. This 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 Products or other parties. It does not limit any other rights that the Owner may have under law.

*subject to terms, conditions and exclusions within this Guarantee

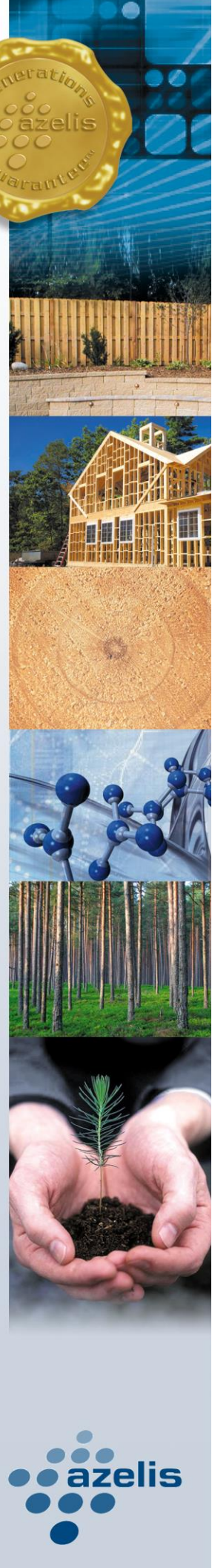
Generations Guarantee Periods

AZELIS TIMBER PRESERVATIVE TYPE	HAZARD CLASS	RESISTANCE LEVEL	GUARANTEE PERIOD	
			Repair or replacement of Treated Product and direct labour costs only	Repair or replacement of Treated Product only
CCA	H1 to H5	H1 to H2: insect activity only H3 to H5: insect activity and fungal decay	15 years	50 years
ACQ®	H1 to H5	H1 to H2: insect activity only 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	SPECIFIC SERVICE CONDITIONS	BIOLOGICAL HAZARD
H1	Inside, above ground	Completely protected from the weather and well ventilated, and protected from termites	Lyctid borers
H2**	Inside, above ground	Protected from wetting. Nil leaching	Borers and termites
H3	Outside, above ground	Subject to periodic moderate wetting and leaching	Moderate decay, borers and termites
H4	Outside, in-ground	Subject to severe wetting and leaching	Severe decay, borers and termites
H5	Outside, in-ground contact with or in fresh water	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	Subject to prolonged immersion in sea water	Marine wood borers and decay



Treated Products treated with Azelis Australia Pty Ltd's Timber Preservatives provide protection against fungal decay and insect attack when treated in accordance with AS1604. The Guarantee applies from the date of treatment and for the Hazard Classes/end uses above.



Treated Products correctly treated with the Timber Preservatives and installed in accordance with the relevant Building Acts shall be eligible for this Guarantee if the Treated Products become unserviceable due to termite attack, insect borers or fungal decay within the Guarantee period indicated in the table above. The Guarantee is provided to the end-user of the Treated Products, which for the purpose of this Guarantee are limited to the First Owner, while it is the owner of the property where the Treated products have been used for end-use purposes ("Property") and any subsequent Owner, while it is the owner of the Property (hereinafter collectively referred to as the "Owner"). Provided such Treated Products have been correctly manufactured and branded in accordance with AS1604 by an Azelis Timber Preservatives client for specific hazard classes.

Making a claim under this Guarantee

In order to claim this Guarantee for Treated Products which are alleged by and Owner to be defective, the Owner making the claim must either:

- (a) send a sample of the Treated Products alleged to be defective,
- together with:- (i) the accompanying receipt for the purchase of the Treated Products;
- (ii) details as to why the Treated Products are alleged to be defective; and
- (iii) a written statement that the Owner is making a claim under this Guarantee,
- to the Azelis contact in the country in which the Owner is entitled to claim the Guarantee (see below "Who do I contact to make a claim?") before the expiry of the Guarantee (see below "When does the Guarantee expire?");

or,

- (b) contact the Azelis contact in the country in which the Owner is entitled to claim the Guarantee (see below "Who do I contact to make a claim?") and, if agreed to by the contact, arrange a time and place for the contact to collect the Treated Products, or a sample of the Treated Products, alleged to be defective from the Owner, together with:-
- (i) the accompanying receipt for the purchase of the Treated Products;
- (ii) details as to why the Treated Products are alleged to be defective; and
- (iii) a written statement that the owner is making a claim under this Guarantee,
- before the expiry of the Guarantee (see above Guarantee Periods). If the Azelis contact is not agreeable to collecting the Treated Products, or a sample of the Treated Products, from the Owner, then the Owner making the claim will need to comply with sub-paragraph (a) above in order to make a claim.

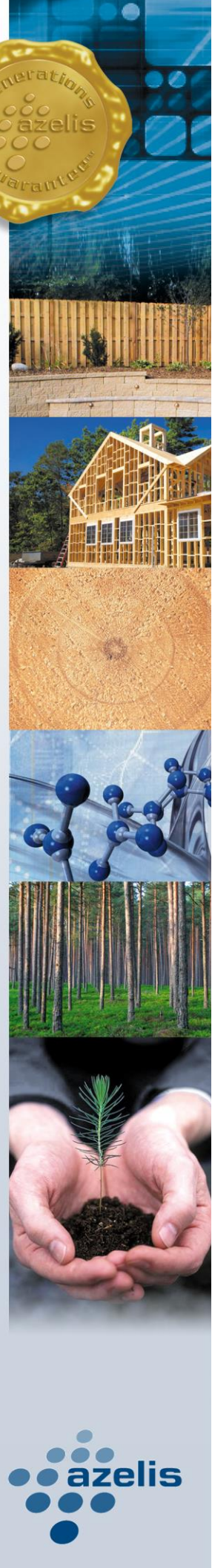
Once the Azelis contact receives:

- (a) the Treated Products;
- (b) the accompanying receipt for the purchase of the Treated Products;
- (c) details as to why it is alleged that the Treated Products are defective; and
- (d) a written statement that the Owner is making a claim under this Guarantee,

from the Owner claiming under this Guarantee, Azelis will assess the Owner's claim (including, if it deems necessary, by obtaining an independent assessment of the Treated Products) and respond to the Owner within a reasonable period of time after the claim is made. Azelis will replace the Treated Products if it determines that the Treated Products are defective and that the defect was one against which Azelis has provided this Guarantee.

The Manufacturer who manufactured and treated the Treated Product that has become structurally unfit must be able to prove to Azelis that, that Treated Product was treated in accordance with the appropriate standards and Azelis's specifications and reasonable recommendations (as notified by Azelis to the Manufacturer in writing prior to the date of treatment), and that Azelis was the sole supplier to the Manufacturer of the relevant Timber Preservative at the time that Treated Product was manufactured and treated.

Azelis retains the right to deal directly with the Owner in respect of any claim and to inspect the relevant Treated Product





Who do I contact to make a claim?

Where a consumer seeks to claim this Guarantee in Australia, the Guarantee is provided by Azelis Australia Pty Ltd.

The contact details for Azelis Australia Pty Ltd are: 217/117 Old Pittwater Rd, Brookvale, NSW 2100

Telephone: 02 9939 2188

When does the Guarantee expire?

This Guarantee expires as set out above under the heading Guarantee Periods

Who pays for the costs of a claim?

The Owner making a claim under this guarantee must pay their own expenses of making the claim.

*TERMS, CONDITIONS AND EXCLUSIONS

1. The Treated Product is treated with an Azelis Timber Preservative in accordance with the specifications set out in AS1604 as at the date of manufacture of the treated Product by the Manufacturer;
2. This Guarantee does not apply unless the Treated Product is treated with a Timber Preservative by the Manufacturer and:
 - a. in the case of Treated Product treated by the Manufacturer with CCA, TimTech Q (ACQ), LOSP used only within Australia and Papua New Guinea; and
 - b. in the case of Treated Product treated by the Manufacturer with Bifenthrin, used only within Australia and south of the Tropic of Capricorn.
3. This Guarantee does not apply unless:
 - a. the Manufacturer treated and manufactured the Treated Product with a Timber Preservative in accordance with Azelis's reasonable recommendations (as notified by Azelis to the Manufacturer in writing prior to the date of treatment) and the appropriate standards as at the date of manufacture of that Treated Product; and
 - b. the Manufacturer only used a Timber Preservative supplied by Azelis to treat and manufacture the Treated Product.
4. This Guarantee does not apply if the Treated Product 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).
5. This Guarantee does not apply if the Treated Product is used in utility or electricity poles, building poles, foundation piles, freshwater or marine piles, vineyard, orchard or other agricultural posts, wharves or bridges.
6. To the maximum extent permitted by law (including under the Competition and Consumer Act 2010 (Cth)), Azelis's only obligation for failure to comply with this Guarantee, is limited to:
 - a. the extent that the Treated Product has become structurally unfit within the period set out in the Guarantee Table, one or more of the following (at Azelis sole election):
 - (i). the replacement of the relevant Treated Product or the supply of equivalent goods;
 - (ii). the repair of the relevant Treated Product;
 - (iii). the payment of the cost of replacing the relevant Treated Product or of acquiring equivalent goods; and/or
 - (iv). the payment of the cost of having the relevant Treated Product repaired.
 - b. in addition to paragraph 6.a, to the extent that the Treated Product has become structurally unfit within the period set out in the Guarantee Table, the payment of the reasonable direct labour costs incurred in the replacement or repair of the relevant



Treated Product at the Owner's property where the Treated Products are used (the "Property"), and does not cover:

- c.** any other loss or damage of any kind whether direct, indirect, incidental, special or consequential;
- d.** any other loss or damage due to insect activity or fungal decay including pest inspection, pest extermination, relocation or temporary or alternative accommodation;
- e.** any loss or damage to other timber, hardware or other materials in the Property;
- f.** incidental or consequential loss or damages claimed to be a result of damaged or undamaged Treated Product;
- g.** any loss or damage due to the corrosion of fasteners, hardware or any other material or any damage resulting from such an occurrence;
- h.** any loss or damage due to weathering, mould growth, mechanical wear and tear, physical breakage due to overload or fire of the Treated Product; or
- i.** fungal decay other than in accordance with the Resistance Level corresponding with the relevant Timber Preservative with which the Treated Product was manufactured.

- 8. This Guarantee does not apply in relation to Treated Product that is hardwood with heartwood in the cross section of that hardwood if that Treated Product becomes Structurally unfit due to insect activity or fungal decay that occurs to the heartwood of that hardwood.
- 9. Except where Azelis has agreed in writing to the contrary, this Guarantee does not apply unless all Treated Product is treated in its initial shape and form. Treated Product 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.
- 10. Except where Azelis has agreed in writing to the contrary, this Guarantee does not apply unless all cuts including end cuts and cuts for speed bracing and bore holes and service holes in the Treated Product (other than Treated Product treated by the Manufacturer with Bifenthrin or Permethrin) are treated with an appropriate Timber Preservative in accordance with Azelis reasonable specifications (as notified by Azelis to the Manufacturer in writing prior to the date of treatment), during construction.
- 11. 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 Product 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 Product was manufactured).
- 12. Despite paragraphs 8 and 9 above, trenches in Treated Product 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.
- 13. Treated Product 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 Product).



14. Treated Product treated by the Manufacturer to Hazard Class H3, must be kept clear of ground contact at all times during any storage or use.
15. Failure to comply with any one or more of the requirements or recommendations of this Guarantee will void this guarantee.
16. This Guarantee is for the benefit of the First Owner, while it is the owner of the Property and any subsequent Owner, while it is the owner of the Property, collectively the "Owner") but is not otherwise transferable or assignable to any other person, including any builder or any occupier of the Property.
17. This Guarantee does not cover the Owner for any claims made against the Owner by any occupier of the Property.
18. In this Guarantee a reference to including means including but without limitation.
19. This Guarantee is in addition to the Owner's rights and remedies under the Competition and Consumer Act 2010 (Cth) and similar state and territory laws in relation to the supply to consumers of Treated Product. Nothing in this document limits the rights or obligations of a party (which cannot be limited, modified or excluded) under provisions of the Competition and Consumer Act 2010 (Cth) and similar state and territory laws in relation to the supply to consumers of Treated Product.
20. This Guarantee is only valid for Azelis Timber Preservatives use in treatment plants within Australia and Papua New Guinea.

It is recommended that the Owner:

- A. Retains original proof of purchase and:
 - (i) original end "tag"; or
 - (ii) original end "burn-brand" (sawn end of timber).
- B. For best performance and results, follows all of the recommendations of Azelis including as set out in any of Azelis brochures.
- C. Only uses Treated Product 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 Product, including the respective category of the Hazard Class for which the Treated Product was manufactured; and
- D. Obtains and fully reads a copy of:
 - (i) Azelis brochure for the relevant Timber Preservative which will contain further information about use of that Timber Preservative;
 - (ii) Azelis Consumer Information and Handling Guide; and
 - (ii) Azelis Material Safety Data Sheet, or equivalent Manufacturer's publications.

FORMULATION: See Safety Data Sheet for more information.

IMPORTANT INFORMATION

• USE SITE PRECAUTIONS

All sawdust and construction debris should be cleaned up and safely disposed of after construction. Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites include wood mulch, cutting boards, counter tops, animal bedding, and structures or containers for storing animal feed or human food.

Only treated wood that is visibly clean and free of surface residue should be used for patios, decks and walkways. Do not use treated wood for construction of those portions of beehives



come into direct or indirect contact with drinking water, except for uses involving incidental contact such as docks and bridges.

If the treated wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.

If the treated wood is to have a finishing product applied to it, such as paint, stain, clear water repellent or other finish, follow the manufacturer's instructions and label of the finishing product. To ensure the finishing product provides the intended result, first apply the finishing product to a small exposed test area of the treated wood.

• HANDLING PRECAUTIONS

Treated wood can be disposed of in accordance with applicable laws. For more information, contact relevant waste management authorities.

Treated wood should not be burned in open fires or in stoves, fireplaces, or residential boilers because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use (e.g. construction sites) may be burned only in commercial or industrial incinerators or boilers in accordance with all applicable laws. Avoid frequent or prolonged inhalation of sawdust from treated wood. When sawing, sanding or machining treated wood, wear a dust mask. Whenever possible, these operations should be performed outdoors to avoid indoor accumulations of airborne sawdust from treated wood. When power-sawing or machining treated wood, wear goggles to protect eyes from flying particles.

Wear gloves when working with the treated wood. After working with the treated wood, and before eating, drinking, toileting, or using tobacco products, wash exposed areas thoroughly. Because preservatives or sawdust may accumulate on clothes, they should be laundered before re-use. Wash work clothes separately from other household clothing.

• WOOD TREATED WITH INORGANIC ARSENIC

Wood treated with inorganic arsenic, including CCA, should be used only where such protection is important.

Inorganic arsenic penetrates deeply into and remains in the pressure-treated wood for a long time. However, some chemical may migrate from treated wood into surrounding soil over time and may also be dislodged from the wood surface upon contact with skin.

Exposure to inorganic arsenic may present certain hazards. Therefore, the above precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood.

AUSTRALIA

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