



**Osmose**<sup>®</sup>

Preservation Technology at Work

**Osmose Australia**

**TREATED PRODUCT GUARANTEE**

# OSMOSE Australia

## TREATED PRODUCT GUARANTEE



Osmose Australia Pty Ltd (ABN 75 088 260 575) (**Osmose**) guarantees to the person who owns the building or other structure (**Owner**) into which treated timber, manufactured by an independently owned and operated wood preserving facility authorised by Osmose (**Manufacturer**) and treated by the Manufacturer only with Timber Preservative supplied by Osmose (**Treated Product**) is first incorporated (**Property**), that:

For the relevant Guarantee Period, the Treated Product will resist insect activity and/or fungal decay (in accordance with the Resistance Level corresponding with the relevant Timber Preservative with which the Treated Product was manufactured and the Hazard Class for which the Treated Product was manufactured) causing damage that would make the Treated Product Structurally Unfit for the purpose for which it was first acquired and used, provided the Treated Product is correctly treated, handled and used in accordance with and subject to the following terms and conditions.

1. The following words have the following meanings in this guarantee, unless the context requires otherwise:

(a) **Appropriate Applications** means applications in accordance with the exposure, specific service conditions and end use applications corresponding with the relevant Hazard Class for which the Treated Product was manufactured and the Building Code of Australia and relevant building approvals and building standards.

(b) **Guarantee Period** means in respect of each Treated Product, as set out in the Guarantee Table, the relevant period of years, from the date of manufacture by the Manufacturer of that Treated Product, which corresponds with the applicable Timber Preservative used in that Treated Product.

(c) **Guarantee Table** means the following table:

1 <b>TIMBER PRESERVATIVES</b>	2 <b>HAZARD CLASS</b>	3 <b>RESISTANCE LEVEL</b>	4 <b>GUARANTEE PERIOD</b>	
			Repair or replacement of Treated Product and direct labour costs only in accordance with paragraph 7	Repair or replacement of Treated Product only in accordance with paragraph 7
CCA	H1 to H5	H1 to H2: insect activity only H3 to H5: insect activity and fungal decay	15 years	50 years
ACQ <sup>®</sup>	H1 to H5	H1 to H2: insect activity only H3 to H5: insect activity and fungal decay	15 years	50 years
MicroPro <sup>®</sup>	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
DeterMite <sup>®</sup>	H1, H2F and H2S	H1, H2F and H2S: insect activity only	25 years	25 years
Permethrin	H2	H2: insect activity only for particleboard flooring	15 years	25 years

(d) **Hazard Class** means each of the following Hazard Classes, described in AS1604 issued by Standards Australia Ltd:

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

\* Note the Hazard Classes H2F and H2S must only be used south of the Tropic of Capricorn.

(e) **Resistance Level** means the corresponding resistance level for a particular Timber Preservative with which the Treated Product was manufactured in accordance with the relevant Hazard Class for which the Treated Product was manufactured, as set out in the Guarantee Table.

(f) **Structurally Unfit** means the inability of the Treated Product to perform its intended function for which it was first acquired and used to the extent caused by insect activity and/or fungal decay (in accordance with the Resistance Level corresponding with the relevant Timber Preservative with which the Treated Product was manufactured), where the Treated Product has been used in an Appropriate Application, in accordance with the terms and conditions of this guarantee and not exceeding the Treated Product's reasonable limitations.

(g) **Timber Preservative** means the following timber preservatives supplied by Osmose:

- (i) Osmose **Lifewood® CCA** – Chromated copper arsenate (**CCA**);
- (ii) Osmose **NatureWood® ACQ®** – Alkaline copper quat (**ACQ®**);
- (iii) Osmose **MicroPro®** Micronised Copper quaternary compounds (**MicroPro®**);
- (iv) Osmose **Protim® LOSP** Light organic solvent preservatives (**LOSP**);
- (v) Osmose **DeterMite®** – Bifenthrin (**DeterMite®**); or
- (vi) Osmose Permethrin (**Permethrin**).

2. The Treated Product is treated with a Timber Preservative in accordance with:

- a. the specifications set out in AS1604 as at the date of manufacture of the Treated Product by the Manufacturer; and
- b. the Timber Marketing Act 1977 (NSW) (if applicable).

3. This guarantee does not apply unless the Treated Product is treated with a Timber Preservative in Australia by the Manufacturer and:

- a. in the case of Treated Product treated by the Manufacturer with CCA, ACQ®, MicroPro®, LOSP or Permethrin used only within Australia; and
- b. in the case of Treated Product treated by the Manufacturer with DeterMite®, used only within Australia and south of the Tropic of Capricorn.

4. This guarantee does not apply unless:

- a. the Manufacturer treated and manufactured the Treated Product that has become Structurally Unfit with a Timber Preservative in accordance with Osmose's reasonable recommendations (as notified by Osmose 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 Osmose to treat and manufacture the Treated Product that has become Structurally Unfit.

5. 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).

6. 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.

7. To the maximum extent permitted by law (including under the Competition and Consumer Act 2010 (Cth)), Osmose'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 column 5 of the Guarantee Table, one or more of the following (at Osmose's 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;
- (iv). the payment of the cost of having the relevant Treated Product repaired; and

b. in addition to paragraph 7.a, to the extent that the Treated Product has become Structurally Unfit within the period set out in column 4 of the Guarantee Table, the payment of the reasonable direct labour costs incurred in the replacement or repair of the relevant Treated Product at 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. To the maximum extent permitted by law (including under the Competition and Consumer Act 2010 (Cth)), Osmose's only obligation for failure to comply with any guarantee under the Competition and Consumer Act 2010 (Cth), is limited (where the Treated Product is not a good of the kind ordinarily acquired for personal, domestic or household use or consumption) to one or more of the following (at Osmose's sole election):

- (a). the replacement of the relevant Treated Product or the supply of equivalent goods;
- (b). the repair of the relevant Treated Product;
- (c). the payment of the cost of replacing the relevant Treated Product or of acquiring equivalent goods; and
- (d). the payment of the cost of having the relevant Treated Product repaired.

9. 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.

10. Except where Osmose has agreed in writing to the contrary, this guarantee does not apply unless all Treated Product is treated in its final 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.

11. Except where Osmose 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 DeterMite® or Permethrin) are treated with an appropriate preservative in accordance with Osmose's reasonable specifications (as notified by Osmose to the Manufacturer in writing prior to the date of treatment), during construction.

12. 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).

13. Despite paragraphs 10 and 11 above, trenches in Treated Product treated by the Manufacturer with DeterMite® 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.

14. 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).

15. 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.

16. To make a claim under this guarantee, the Owner must, at its own cost:

- a. notify the retail outlet or supplier of the relevant Treated Product that has become Structurally Unfit in writing of the claim;
- b. deliver to Osmose written notice of the Owner's intention to claim under the guarantee including evidence of the date of purchase or supply of the Treated Product that has become Structurally Unfit (Notice) (written notice must be sent to the address specified in the contact details at the end of this guarantee);
- c. within 30 days after delivery of the Notice, deliver to Osmose a sufficient sample of the Treated Product, that has become Structurally Unfit that will allow Osmose to conduct identification testing; and
- d. within 60 days after delivery of the Notice, provide Osmose with access to view the Treated Product that has become Structurally Unfit prior to the removal of that Treated Product from service.

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

18. Osmose retains the right to deal directly with the Owner in respect of any claim and to inspect the relevant Treated Product that has become Structurally Unfit prior to its removal from service.

19. Failure to comply with any one or more of the requirements or recommendations of this guarantee will void this guarantee.

20. 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, but is not otherwise transferable or assignable to any other person, including any builder or any occupier of the Property.

21. This guarantee does not cover the Owner for any claims made against the Owner by any occupier of the Property.

22. This guarantee is governed by the laws of New South Wales.

23. In this guarantee a reference to including means including but without limitation.

24. 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. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

25. This guarantee is valid only in Australia.

**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 Osmose including as set out in any of Osmose's brochures.
- C. Only uses Treated Product in the Appropriate Applications and environment as per:
  - (i) 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
  - (ii) the Timber Marketing Act 1977 (NSW) (if applicable).
- D. Obtains and fully reads a copy of:
  - (i) Osmose's brochure for the relevant Timber Preservative which will contain further information about use of that Timber Preservative;

- (ii) Osmose's Consumer Information and Handling Guide; and
- (ii) Osmose's Material Safety Data Sheet, or equivalent Manufacturer's publications.

**FORMULATION:** See Material 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 which may come into contact with honey. Treated wood should not be used where it may 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.



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