

LMA TIMBER LIMITED

HARDWOOD CLADDING WARRANTY

Limited warranty for LMA Timbers Class 1 Hardwood Species

as per AS 5604-2005 Timber—natural durability ratings.

WARRANTY

1. LMA Timber Limited (LMA Timber) warrants the building that the hardwood cladding (the “Product” - Class 1 Species as per AS 5604-2005) has been installed on will resist fungal decay and will continue to perform to the minimum building code standard for primary claddings of 15 years from the date of supply of the Product from LMA Timber. This includes LMA Timbers vertical shiplap profile being used in a horizontal application subject to the following terms and conditions.

CONDITIONS OF WARRANTY

2. The warranty is provided by LMA Timber subject to the following conditions:
 - 2.1 Proof of date of purchase and invoice number must be produced to verify the supply of the Product;
 - 2.2 The Product must be installed as per LMA Timber’s installation guidelines and specification. In particular this includes but is not limited to the set-out, joining of timbers, fixings used and appropriate sealants / penetrating oils to cut ends and the end of boards;
 - 2.3 The warranty is for the full 15 years and is fully transferable from owner to owner during this 15 year period;
 - 2.4 The customer/owner of the Product must adhere to the handling, storage and maintenance requirements of the Product. This includes but is not limited to regular cleaning (at least annually) of the surface finish with water and a mild detergent to remove grime, dirt and organic growth (such as mould) to maximise the life and appearance of the Product. However, oiling / staining the Product every 2-3 years may increase its durability to in excess of 40 years plus when the oil has a UV stabiliser. It may also help to preserve the original colour of the Product at the time of installation to minimise the silvering off effect due to the strong UV rays experienced in New Zealand. If no oil/stain is applied over time and the Product has been installed as per the installation guidelines, the Product will naturally silver off without its 15 year durability warranty being compromised;
 - 2.5 The warranty applies to both residential and light commercial installation to the minimum building code standard of 150mm above ground. It is paramount that ends of the Product that are closest to the ground are sealed with a quality penetrating oil such as Intergrain Natures Oil;
 - 2.6 Any warranty claim must be made within 30 days of the discovery of relevant fungal decay or failure to meet E2 watertightness as a primary cladding; and
 - 2.7 LMA Timber (or their representatives) must be given the opportunity to inspect the Product that has been deemed to have fungal decay or failed to meet E2 watertightness as a primary cladding prior to any removal or remediation of the Product.
 - 2.8 Fungal decay does not include mildew, common surface mould or any other organism / bacterial fungi. Fungal decay refers to the following species only: Coniophore puteana, Corriolus versicolour, Gloeophyllum trabeum, Poria placenta and Serpula lacrymans.
3. Any failure by the customer to adhere to any of the above conditions will constitute an automatic voiding of the warranty.

EXCLUSIONS OF WARRANTY

4. The warranty is provided by LMA Timber with the following exclusions:
 - 4.1 The Product cannot be removed and reinstalled onto a new building;
 - 4.2 If the Product has been placed below 150mm from the ground and/or is contact with fresh or salt water;
 - 4.3 Deterioration of the Product caused by lack of maintenance (as provided in LMA Timber's maintenance guidelines) or poor installation including bradding through the shiplap weather channel as opposed to using the required clinch nail;
 - 4.4 Failure to use appropriate stainless steel fixings to install the Product;
 - 4.5 Failure to provide proof of purchase/supply of the Product by LMA Timber;
 - 4.6 Weathering of the Product whereby the Product might cup, split, twist, swell, warp or delaminate, colour tones (fading / silvering off) or any other physical properties of the Product.
 - 4.7 Acts of God including all weather phenomina such as flooding, hurricanes earthquakes etc.

LMA TIMBER RESPONSIBILITY WHEN WARRANTY IS ACTIVATED

5. If it has been proven and LMA Timber accepts that the Product does have fungal decay or has failed to meet E2 watertightness as a primary cladding in accordance with this warranty and the building code, LMA Timber will do one of the following: provide replacement of the Product (like for like) free of charge, repair the product or compensate by cash payment the value (at the time of purchase of the product that is deemed to have failed).
6. The warranty does not cover the costs to remove and replace the proven defective Product or any subsequential costs including fixings, scaffolding or any costs associated to install the replacement cladding boards.

STATUTORY RIGHTS

7. This warranty is in addition to the customer/owners normal statutory rights. Any claim on this warranty needs to be made in writing (written or electronically) addressed to LMA Timber and will include the following:
 - (a) Client Name:
 - (b) Date of Purchase:
 - (c) LMA Timber Invoice Number:
 - (d) Building Address of where the Product was installed:
 - (e) Merchant / Builder / Architect (if Applicable):

PHONE: 021398800

EMAIL: INFO@LMATIMBER.CO.NZ

WEBSITE: WWW.LMATIMBER.CO.NZ

DATE WARRANTY DOCUMENT VALID FROM: 18TH APRIL 2023