

Osmose®

Preservation Technology at Work



DeterMite®

25 YEAR LIMITED
GUARANTEE

Australia



wespine blue™

DeterMite®

25 YEAR LIMITED GUARANTEE Australia



**DeterMite® 25 Year Guarantee -
covering Osmose DeterMite Treated Timber**

Osmose Australia Pty Ltd (ACN 088 260 575) (Osmose Australia) guarantees to the person who owns the building, building extension, building alteration or property (Owner) into which Wespine Blue manufactured by Wespine Industries Pty Ltd (ACN 052 954 337) (Wespine) and treated by Wespine with Osmose DeterMite supplied by Osmose Australia (Osmose DeterMite Treated Timber) is first incorporated (Property of First Incorporation), that for the Guarantee Period (defined in paragraph 1 below), the Osmose DeterMite Treated Timber will resist insect or termite attack or infestation causing damage that would make the Osmose DeterMite Treated Timber structurally unfit for the purpose for which it was first used provided the Osmose DeterMite Treated Timber is correctly treated, handled and used in accordance with and subject to the following terms and conditions:

1. Guarantee Period means:

- (a) if the Osmose DeterMite Treated Timber is Supplied within 6 months of the date of its manufacture by Wespine, then 25 years from the date of that Supply; or
- (b) if paragraph (a) above does not apply, 25 years from the date of manufacture by Wespine of the Osmose DeterMite Treated Timber.

Supply means the supply of the Osmose DeterMite Treated Timber by Wespine and **Supplied** has a corresponding meaning.

- 2. The Osmose DeterMite Treated Timber is only used in the appropriate applications (as specified in category H2F in the Hazard Class Chart issued by Standards Australia International Ltd) and only used in accordance with the Building Code of Australia and relevant building approvals and building standards (Appropriate Applications).
- 3. To the maximum extent permitted by law (including under the Trade Practices Act 1974 (Cth)), Osmose Australia's only obligation under this guarantee shall be to repair or replace such Osmose DeterMite Treated Timber as is damaged by insect activity to the extent that it has become structurally unfit for the purpose for which it was first used within the Guarantee Period in the Appropriate Applications.
- 4. To the maximum extent permitted by law (including under the Trade Practices Act 1974 (Cth)), this guarantee is limited to the repair or replacement of the Osmose DeterMite Treated Timber as is damaged by insect activity to the extent that it has become structurally unfit for the purpose for which it was first used within the Guarantee Period in the Appropriate Applications only and does not cover:
 - (a) any other loss or damage of any kind whether direct, indirect, incidental, special or consequential;
 - (b) any loss or damage due to insect or termite activity including pest inspection, pest extermination, relocation or temporary or alternative accommodation;

- (c) any loss or damage to other timber, hardware or other materials in the Property of First Incorporation;
 - (d) incidental or consequential loss or damages claimed to be a result of damaged or undamaged Osmose *DeterMite* Treated Timber;
 - (e) any loss or damage due to the corrosion of fasteners, hardware or any other material or any damage resulting from such an occurrence; and/or
 - (f) any loss or damage due to weathering, fungal decay, mould growth, mechanical wear and tear, physical breakage due to overload or fire of the Osmose *DeterMite* Treated Timber.
5. This guarantee does not cover warping, splitting, twisting, checking, shrinking, swelling or other changes in the shape or strength of the Osmose *DeterMite* Treated Timber or damage resulting from any cause other than insect damage.
6. To make a claim under this guarantee, the Owner must:
- deliver to Osmose Australia written notice of the Owner's intention to claim under the guarantee including evidence of the date of Supply of the Osmose *DeterMite* Treated Timber damaged by insect activity (Notice);
- (a) within 30 days after delivery of the Notice, deliver to Osmose Australia a sufficient sample of the Osmose *DeterMite* Treated Timber damaged by insect activity that will allow Osmose Australia to conduct identification testing; and
 - (b) within 60 days after delivery of the Notice, provide Osmose Australia with access to view the alleged damaged Osmose *DeterMite* Treated Timber prior to the removal of the Osmose *DeterMite* Treated Timber from service.

Failure to comply with the requirements of this paragraph 6 will void this guarantee.

7. This guarantee is for the benefit of the first Owner, while it is the owner of the Property of First Incorporation and any subsequent Owner, while it is the owner of the Property of First Incorporation, but is not otherwise transferable or assignable to any other person, including any builder or any occupier of the Property of First Incorporation.
8. This guarantee does not cover the Owner, for any claims made against the Owner by any occupier of the Property of First Incorporation.
9. Cutting the Osmose *DeterMite* Treated Timber to length, for service holes and speed bracing, is acceptable and does not require the end cut of the Osmose *DeterMite* Treated Timber to be resealed.
10. This guarantee does not cover Osmose *DeterMite* Treated Timber that has been rip sawn, re dressed or had its original dimensions significantly altered in any way. Where the original dimensions have been altered, the Osmose *DeterMite* Treated Timber needs to be sealed with an appropriate preservative.
11. Trenches in the Osmose *DeterMite* Treated Timber do not require resealing if they are tightly joined to treated timber which has been treated to category H2F or a higher level treatment as specified in the Hazard Class Charts issued by Standards Australia International Ltd and if there is no exposed untreated timber.
12. The Osmose *DeterMite* Treated Timber must be kept protected from the weather before use.
13. The Osmose *DeterMite* Treated Timber must be kept clear of ground contact.
14. This guarantee is governed by the laws of New South Wales.
15. In this guarantee a reference to including means including but without limitation.
16. Nothing in this document limits the rights or obligations of a party under provisions of the Trade Practices Act 1974 (Cth) and similar state and territory laws in relation to the supply

to consumers of Osmose *DeterMite* Treated Timber, which cannot be limited, modified or excluded.

Note: It is recommended that the Owner:

Retains:

- (a) the original or a copy of the proof of purchase; and
- (b) a sample of the Osmose *DeterMite* Treated Timber used in the Property of First Incorporation.

For best performance and results, follows all of the recommendations of Wespine and Osmose Australia including as set out in any Wespine or Osmose *DeterMite* brochure.

Only uses Osmose *DeterMite* Treated Timber in the appropriate environment as per:

- (c) category H2F in the Hazard Class Chart issued by Standards Australia International Ltd;
- (d) the Timber Marketing Act (NSW) 1977 (if applicable); and
- (e) the Timber Utilisation and Marketing Act (Qld) 1987 (if applicable).

Obtains and fully reads a copy of the:

- (f) Osmose Australia's *DeterMite* brochure;
- (g) Osmose Australia's Consumer Information and Handling Guide; and
- (h) Osmose Australia's Material Safety Data Sheet,
- (a) or equivalent Wespine publications.

Osmose®

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Osmose® and *DeterMite*® are registered trademarks of Osmose Australia.

DeterMite treated timber products are produced by independently owned and operated wood processing facilities.

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