

- I. **Pacific Rim Industries Pty Ltd** ("Pacific Rim") warrants to you that our Manufactured Wood Products ("the Product") are sold as specified (for species, size grade, quality, functionality and moisture content) and are free from defects in workmanship and materials for a period of ten (10) years from the date of installation subject to the following:
  - (a) You need to be able to provide proof of purchase of the Product.
  - (b) You must make the claim in writing to Pacific Rim within thirty (30) days of the discovery of the defect or problem with the Product.
  - (c) A Pacific Rim representative must be given the opportunity to inspect or observe the Product before any alteration, change or repair occurs.
  - (d) All identifying marks for the Product have not been removed, defaced, or changed.
  - (e) The failure of the Product must not be due to misuse, improper installation, or other misadventure.
  - (f) The Product has had no more than ninety (90) days open, unprotected exposure prior to installation.
  - (g) The Product has an allowance to dry back to eighteen (18%) per cent or less moisture content before being closed in behind a wall or floor linings.
  - (h) The Product is to remain at an eighteen (18%) per cent or lower moisture content once installed.
  - (i) There is no warranty against decay, rot, or mould if the moisture content of the Product exceeds eighteen (18%) per cent once installed.
  - (j) There is no warranty against termite attack if the Product is untreated and or termite treatment is not maintained once installed.
  - (k) There is no warranty against fire damage to the Product.
  - (l) There is no warranty where field cuts or work change the thickness or width of the Product unless such field alterations are certified by a registered structural engineer and a copy of the certification is provided to Pacific Rim.
  - (m) There is no warranty if the Product is physically damaged due to poor handling and storage.
  - (n) Apart from any consumer guarantees under the Australian Consumer Law (set out below) or part 8 of the Sale of Goods Act 1923 (NSW) (or both) all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded.
2. (a) Subject to clause 2(b) and to the extent permitted by the Australian Consumer Law (ACL) and relevant state legislation, the sole obligation of Pacific Rim under this agreement is to use its best endeavours to provide the Product, or to repair the Product, or repair or replace (at Pacific Rim's discretion) any part of the Product which is found to be defective. Pacific Rim will not be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or

misleading advice, damages arising from loss or use of the Product, and any indirect, special or consequential damages or injury to any person, corporation or other entity.

(b) If any Product supplied under this agreement are supplied to the customer as a "consumer" of goods or services within the meaning of that term in ACL (as amended) or relevant state legislation, the consumer will have the benefit of certain non-excludable rights and remedies in respect of the Product. Nothing in these terms and conditions excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the ACL or similar legislation is so conferred. If the product is a product not ordinarily acquired for personal, domestic or household use or consumption, under section 64A of the ACL and similar provisions of relevant state legislation, Pacific Rim limits its liability to payment of an amount equal to the lowest of:

- i. the cost of replacing the Product or supplying equivalent Product;
- ii. the cost of repair of the Product; or
- iii. the cost of having the Product repaired or replaced.

(c) Subject to clause 2(b), Pacific Rim is not liable for default or failure in performance of its obligations pursuant to this agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labour disputes, shortage of suitable parts, components, materials including ink, chemicals and paper, labour or transportation or any other cause beyond the reasonable control of Pacific Rim.

3. Pacific Rim is focused on sustainable products and only sells products which have been certified by FSC or PEFC. All products comply with recognised industry standards, practices, and codes in Australia including:

- The Building Code of Australia;
- The National Code of Construction;
- AS/NZS 4357.0 – Structural Laminated Veneer Lumber;
- AS1720.1.-2010 Timber Structures Design Methods;
- AS1684.2 – 2010 – Residential Timber Framed Construction.

The products are also BICON compliant.