

Tilling Timber Pty Ltd ABN 92 004 621 121

31-45 Orchard Street Kilsyth Victoria 3137 Australia

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# **SmartFrame Limited Lifetime Warranty**

Tilling Timber Pty Ltd warrants that its SmartFrame Engineered Wood products (EWP) are free of defects in material and workmanship and, when stored, installed, and finished in accordance with published SmartFrame installation instructions, will perform as specified in the current published specifications for the expected lifetime of the structure in which they are installed.

Tilling Timber must be given reasonable prior notice and opportunity to inspect the product before it will honour any claims under this warranty.

Notwithstanding the Limited Lifetime Warranty, additional chemical treatments of SmartFrame EWP designed to enhance their durability in hazardous environments as defined within AS 1604.1, are warrantied with separate and distinct warranty solely concerning the efficacy of the treatment against the specified hazard class.

- i. Insecticides that form an integral component of the production of the SmartFrame EWP (typically glueline additives) are warranted by Tilling Timber to provide 25 years protection against insect attack to the SmartFrame EWP when correctly installed in an H2s hazard class environment.
- ii. Any second party post-production treatment of SmartFrame EWP against biological hazards is warranted by the applicable timber treater as a separate and distinct fit-for—purpose warranty solely regarding the efficacy of the treatment when correctly installed in the hazard class environment which the treatment is designed for.

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 foreseen 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.

# **MAKING A CLAIM**

Any claim regarding SmartFrame EWP that you consider defective should be directed to your respective Tilling Timber state office as listed below, by calling toll free on 1300 668 690 or e-mail techsupport@tilling.com.au.

Tilling timber will contact you within one working day to arrange a SmartFrame product consultant to appraise your claim. This appraisal is free of cost to you.

If, after inspection and confirmation of the problem, Tilling Timber determines that there is a failure covered by the above warranty, Tilling Timber will repair or replace (at its option) the product at its expense. The product must be stored, handled and installed in accordance with Tilling Timber's current published SmartFrame installation instructions and design specifications. Failure to follow such instructions will void this warranty. The product must be stored in accordance with recommended procedures and protected from incidental exposure to moisture from whatever source by proper building standards.













## **DEFINITIONS**

"refund" in this warranty is defined as a monetary amount no greater than the value of the purchase price of the goods.

"Compensation for any other reasonably foreseen loss or damage" is specifically limited to market competitive labour costs to remove and replace a defective SmartFrame EWP after an inspection of and approval by Tilling Timber, with Tilling Timber reserving the right to use their own appropriately qualified labour as required.

#### **DISCLAIMER**

The limited lifetime warranty set forth above is exclusive and in lieu of any other warranty or guarantee expressed or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. Correction of defects in the manner and under the conditions stated above shall constitute the fulfilment of all Tilling Timber's obligations and liabilities to any person with respect to the product.

No person or entity is authorized to create for Tilling Timber any other obligation or liability to any person relating to the product. In no event shall Tilling Timber be liable for indirect, special, incidental, or consequential damages of any kind sustained from any cause.

# **Tilling Timber Pty Ltd**

## **Head Office**

Victoria	New South Wales	Queensland	Western Australia	South Australia
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