

## Limited Structural Warranty

### Tanalith® MCA H3.2, H4 & H5 Treated Wood Products

This warranty is provided by Arch Wood Protection (NZ) Ltd, trading as Arxada Wood Protection NZ, referred to as “Arxada” within this Limited Warranty Document.

#### Application of this Warranty

This warranty only covers solid Radiata pine treated timber used in New Zealand treated to H3.2, H4 & H5 levels with Tanalith® MCA. A summary of the accepted solutions for the use of timber treated to the H3.2, H4 & H5 hazard levels are set out in Table 2 at the end of this warranty.

Treatment (Hazard) levels are defined in NZS 3640 and are a guide to the general severity of biological hazards (decay fungi and insects) that are expected in a range of timber application situations. It is critical under this warranty that Tanalith® MCA treated wood products treated to H3.2, H4 & H5 levels are used only in the correct applications as specified in the New Zealand Building Code, NZS 3640, NZS 3604, NZS 3602 and other relevant standards and guidelines.

The treatment and use of Tanalith® MCA treated wood products must comply with the appropriate clauses for H3.2, H4 & H5 treated timber in the New Zealand Building Code, NZS 3640, NZS 3604, NZS 3602 and other relevant standards and code requirements. Compliance is in accordance with the relevant standards / codes / guidelines in place at the time of treating.

#### Warranty

Subject to the conditions below, we warrant Tanalith® MCA treated wood products against structural failure due to fungal decay or borer attack for the maximum period as shown in Table 1. This warranty covers structural failure of Tanalith® MCA treated wood products by fungal decay or borer attack only.

<b>Table 1: Warranty periods</b>			
<b>Hazard Class</b>	<b>Use description</b>	<b>Wood product</b>	<b>Warranty period</b>
H3.2	Exposed, above ground use with periodic wetting and drying	All solid wood products	50 years
H4	In ground, non-structural use	All solid wood products	50 years
H5	In ground structural use	All solid wood products	50 years

The term of the warranty period will be taken from the date of purchase by the ultimate end-customer as shown on sales receipts, builder’s contracts or other acceptable documentation.

## Terms and Conditions:

### Installation and Use

The instructions set out below must be followed for any use or installation of Tanalith® MCA treated wood products. Any claim under this warranty may be rejected in whole or in part if any of these terms, conditions and instructions are not met in whole or in part:

- H3.2 Tanalith® MCA treated wood products must not be used or stored in contact with the ground at any stage or any period. H3.2 treated timber must not be used in areas where vegetation growth, the build-up of organic matter, or other causes, leads to prolonged periods of high moisture and/or contact with organic matter (e.g., vegetation/leaves in roofing valleys, organic matter in and around decking timbers, under planters and other items on decks). Storage or use in these areas will void this warranty.
- H4 treated wood products must not be used in structural situations requiring H5 treatment.
- All H3.2, H4 or H5 Tanalith® MCA treated wood products must not be re-sawn, planed, heavily sanded, or altered in any dimension except for cutting to length or notching and rebating, or drilling, as required for fitting, joining and fastening.
- All surfaces exposed by cutting to length, notching, rebating, drilling or similar operations must be thoroughly resealed with applications of an Arxada supplied or otherwise suitable heavy duty remedial wood preservative such as CN Timber Protective Emulsion or CN Timber Oil. Failure to adequately reseal wood surfaces exposed from these operations will void this warranty.
- This warranty only covers the part of the wood product required to be penetrated under the H3.2, H4 & H5 hazard classes in the appropriate standard (e.g., NZS 3640). Decay or borer attack in parts of the Tanalith® MCA treated wood products that do not require penetration with the preservative are excluded from this warranty e.g., heartwood in H3.2.
- Tanalith® MCA treated wood products must be treated in a treatment plant complying with AS/NZS 2843.1 & 2. Wood products treated in plants that do not comply with AS/NZS 2843.1 & 2 are not covered under this warranty.

### Warranty Exclusions

This warranty specifically excludes:

- Damage or deterioration to any other materials or products used in conjunction with the Tanalith® MCA treated wood products howsoever caused.
- H4 & H5 treated wood products that are used in the following situations:

- Wood products used in stockyards or areas where farm animals may congregate or are contained.
  - Wood products used in areas previously in forest (e.g., forest to farm conversions) for a period of 10 years after the forest has been removed.
  - Wood products used in intensive horticultural situations (e.g., kiwifruit orchards).
  - Wood products in contact with salt water, brackish water or in the tidal zone (e.g., H6 use situations). H6 treated products and use are not covered in this warranty.
- Decay or borer attack of Tanalith® MCA treated wood products caused by contact with any untreated wood products, or wood products treated to a lesser hazard class, or in contact with any older construction with any evidence of decay.
  - Any treated wood product of nominal thickness 16mm or less such as fence palings and lattice lathe.
  - Any treated wood products used at a higher hazard level than it was branded as being suitable for.
  - Any H4 & H5 Tanalith® MCA treated wood products where a cut end or notched out surface is placed in ground or water contact.
  - Any Tanalith® MCA treated wood products not treated or installed in compliance with this warranty document or in contravention of local building approvals and appropriate building standards (e.g., NZS 3640, NZS 3602, NZS 3604 etc.).
  - Where any Tanalith® MCA treated wood products are used in any structure built without or in contravention of appropriate planning approvals and consents.
  - Degradation or damage by all other causes, including:
    - Minor decay or borer attack that does not significantly affect the functional or structural capacity of the treated wood product.
    - Aesthetic or other deterioration such as surface mould, bacteria, water staining, odours, fading or discoloration.
    - Faults due to inherent physical properties of the wood such as shrinking, swelling, checking, warping, twisting, or resin bleed.
    - Non biological deterioration such as fibre loss, delamination, chemical alteration, defibration, fire, mechanical damage etc., such as is experienced in geothermal areas.
    - Corrosion or failure of fastenings/adhesives/paint or stain coatings etc.

## Remedy

- To make a claim under this warranty, you must, as soon as reasonably practicable and in any event within 60 days of discovery of the suspected failure of the Tanalith® MCA treated wood products, notify Arxada at [tanalised-warranty.oceania@arxada.com](mailto:tanalised-warranty.oceania@arxada.com) and the supplier of where you

purchased the Tanalith® MCA treated wood products from of the suspected failure of the Tanalith® MCA treated wood products.

- In order to claim under this warranty, the original receipts or other satisfactory proof of purchase for the Tanalith® MCA treated wood products and treatment end tags/stamps must be produced. The treatment end tags, or stamp, are located on the ends of the treated timber to provide information about the treatment. The tag will contain two numbers and the Hazard class. The first number will be the treatment plant number. The second number must be '88' signifying the use of a Micronised copper azole preservative. The Hazard Class must be either H3.2, H4 or H5.
- Arxada or its agents reserve the right of prompt access to conduct site inspection and verification of any claims made under this limited warranty. This may include site inspection and removal of affected timber (or timber in close proximity to the affected area) for analysis to ensure compliance with relevant standards or evidence of correct product use. If access for site inspection is prevented, or if any inspection reveals that conditions were modified or changed prior to inspection or that the requirements of this warranty are not met, this warranty will be void.
- This warranty covers replacement material only. At the discretion of Arxada, it may choose to either provide replacement of the failed Tanalith® MCA treated wood product with a similar product, replace the failed Tanalith® MCA treated wood product with another product that will fulfil the same purpose, or provide a monetary amount equal to the replacement cost of the failed Tanalith® MCA treated wood product. This warranty does not cover any costs associated with removal, replacement, and disposal of the failed timber (e.g., labour).
- Evidence that the failed product is treated with Tanalith® MCA must be produced. Other suppliers also provide H3.2, H4 & H5 treatments in New Zealand are not covered under this warranty.
- You must take all reasonable steps to mitigate loss or damage. Any costs incurred by you associated with making a claim under this warranty will be at your expense.

## **General**

- To the extent permitted by law, you acknowledge that where you are acquiring, or hold yourself out as acquiring, the Tanalith® MCA treated wood products for the purposes of a business, in terms of section 43(2) of the Consumer Guarantees Act 1993, you will not assert or attempt to assert any rights or claims against Arxada under the provisions of the Consumer Guarantees Act 1993 and acknowledge that nothing in the Building Act 2004 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will apply to the supply of the Tanalith® MCA treated wood products to you in those circumstances.

- Arxada shall be entitled to reject any claim in whole or in part if any of these terms and conditions are not met in whole or in part.
- To the extent permitted by law, nothing expressed or implied in this warranty will confer any liability on Arxada in respect of any indirect, consequential or special loss, damage, cost or expense suffered or incurred by you as a direct or indirect result of a breach by Arxada of any of its obligations under this warranty or loss, damage, cost or expense suffered or incurred by you, to the extent to which this results from any act or omission by the you or the use of the products however caused.
- All representations, promises, warranties or statements by Arxada or its agents that differ in any manner from the terms of this warranty are of no force or effect unless in writing and intentionally signed by a duly authorised officer of Arxada.
- For further information about Arxada wood preservatives see: [www.arxadawoodprotection.com/apac/](http://www.arxadawoodprotection.com/apac/).
- This warranty is only offered to the owner-of-record of the property on which the Tanalith® MCA wood product was installed at the time the Tanalith® MCA treated wood product was installed. Subsequent owners are not covered under this warranty.
- This warranty is effective for Tanalith® MCA treated wood sold after the date at the bottom of this warranty document. Arxada reserves the right to vary future versions of this warranty including terms and conditions without notice, provided that any variation of this warranty will apply from the date it is published by Arxada and will not have retrospective application.
- Tanalith® MCA is a registered trade name of the Arxada Group or its subsidiaries.

### **Hazard Classes**

The use of Tanalith® MCA to treat wood products to the H3.2, H4 & H5 Hazard classes are accepted solutions to achieve compliance with the requirements of Clause B2, Durability, in the New Zealand Building Code. A summary of the accepted solutions to the H3.2, H4 & H5 Hazard classes is set out in Table 2 below.

<b>Table 2: Accepted Solutions for Hazard Classes</b>	
<b>Hazard Class</b>	<b>Description</b>
H3.2	The H3.2 timber treatment ensures structural durability for above-ground use with periodic wetting and drying, controlling decay and insect borer attack. Common uses are above ground decking and above ground fencing components
H4	The H4 timber treatment ensures a decay and insect borer free service life in non-structural in-ground or continuously wet use (e.g., in fresh water). Common uses are fence posts and landscaping timber. The H4 Hazard class is intended for non-structural in-ground use
H5	The H5 timber treatment ensures structural durability for all structural in-ground or continuously wet use (e.g., in fresh water), controlling decay and insect borer attack. Common uses are house piles and transmission poles

Arch Wood Protection (NZ) Ltd, 265 James Fletcher Drive, Otahuhu, Auckland 1640, New Zealand, 0800 826 254.

© Copyright 2023 Arxada

**[April 2023]**