



HYNE PRODUCT WARRANTY STATEMENT

Hyne Engineered Timber Products – Commercial and residential applications

Hyne & Son Pty Limited ABN 67 009 660 995 trading as Hyne Timber (Hyne Timber) hereby warrants that Hyne Engineered Timber Products (Hyne ETP), manufactured and/or distributed by Hyne Timber, are considered fit-for-purpose for use in accordance with the Building Code of Australia for the design life of the Hyne ETP structure when stored, handled, designed, specified, installed and maintained as stated herein and in any other applicable instructions or requirements issued by Hyne Timber as at the date of purchase. Hyne ETP will be free from manufacturing defects in material or workmanship.

Products Warranted

Hyne ETP covered under this warranty are:

Hyne LGL, Hyne Beam 12, Hyne Beam 17, Hyne Beam 18, Hyne Beam 21

Product description

The Products may be described as follows:

PRODUCT NAME	DESCRIPTION	MANUFACTURING STANDARD
Hyne LGL, Hyne Beam 12, Hyne Beam 17, Hyne Beam 18, Hyne Beam 21	Structural glued-laminated timber. Timber laminate material is pine (LGL, 12, 17 grade), TasOak (18) or SEQld hardwood (21)	AS/NZS 1328.1

A more detailed description, properties, size range, treatment options and branding / identification is provided in current published literature and at www.hyne.com.au.

Design

Structural design of Hyne ETP shall be performed in accordance with the current Building Code of Australia as at the design date, and in particular in accordance with AS1720.1 Timber structures Part 1: Design methods or AS1684 Residential timber-framed construction. The total design, detailing and installation process requires due consideration of all relevant aspects of the system in which the Hyne ETP is used, including structural, exposure hazards, moisture affects, durability, chemical and fire.

Design for durability of Hyne ETP shall be strictly in accordance with Hyne Technical Datasheet TDS 9 Hyne ETP design for durability. When correctly designed, specified, detailed, installed and maintained Hyne ETP timber structures and components will perform their intended function for the design life of the structure.

Damaged or defective products

Damaged or defective Hyne ETP must not be used. All Hyne ETP must be inspected prior to use by the person or persons responsible for their use. Hyne Timber must be given reasonable prior written notice and opportunity to inspect any and all Hyne ETP the subject of a Warranty claim under this warranty. If no damage or defect is found at the time of any inspection by Hyne Timber or its representative which is covered by the Warranty, any labour costs, including a call-out fee and travel to and from the place of inspection, may be charged by Hyne Timber (at its option).

Voiding of Warranty

The Warranty will not apply to the extent any defect or damage to the Hyne ETP is caused or contributed to by:

- a failure by the designer, specifier, builder, building owner or other persons to follow the requirements specified in this document or any other applicable instructions or requirements issued by Hyne Timber in respect of the Hyne ETP; or
- unusual climatic conditions or any other influence outside the reasonable control of Hyne Timber.

Limitations

The Warranty is limited to the original purchaser of the Hyne ETP and does not apply to any other person. To the extent permitted by law (including the Australian Consumer Law) and subject to the terms of this document:

- Hyne Timber's liability under the Warranty is limited, at its option, to Hyne Timber's repair or replacement of the Hyne ETP the subject of the Warranty claim;
- all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from the Warranty; and
- Hyne Timber will not be liable under the Warranty for any consequential or indirect loss, loss of profits or loss of opportunity incurred as a result of, or in connection with, any defect, damage or use of Hyne ETP.

If Hyne Timber's supply of Hyne ETP to the original purchaser is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this document excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law. This Warranty is in addition to any other rights and remedies you may have under any applicable law.

If you are a 'consumer' under the Australian Consumer Law, then: (i) our goods come with guarantees that cannot be excluded under the Australian Consumer Law; (ii) you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage; (iii) 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.

'Australian Consumer Law' means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

The Warranty is governed by the laws of Queensland, Australia.

How to make a claim

TO MAKE A CLAIM UNDER THIS WARRANTY, YOU MUST:

- Notify Hyne Timber immediately that there is evidence of a defect. Such notification may be sent to Hyne Timber's business address or email address or provided through contacting Hyne's product information service call line (Hyne's contact details are set out at the bottom of this document).
- Provide Hyne Timber with written notice of your intention to claim under this warranty and evidence of proof of purchase or date of supply or manufacture as well as the site address and contact details of the property owner or agent working on their behalf.
- Provide Hyne Timber or their nominated representative, access to the property to inspect the alleged defect to the Hyne ETP prior to removal or repair of any timbers.

FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY VOID THIS WARRANTY.

You will bear the expense of claiming under this Warranty.

Further information

For more detailed information about these Hyne Timber structural products, their design, applications, specification, use, storage and handling, installation and maintenance refer to the following list of documents.

A more detailed description, properties, size range, treatment options and branding / identification is available in current Hyne published literature and at www.hyne.com.au.

Hyne Technical Data Sheet TDS 5 ***Hyne ETP on-site handling and protection requirements.***

Hyne Technical Datasheet TDS 6 ***Hyne ETP in weather exposed applications***

Hyne Technical Datasheet TDS 8 ***Sealing, painting or varnishing Hyne ETP***

Hyne Technical Datasheet TDS 9 ***Hyne ETP design for durability.***



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