



# STRUCTAflor TERMINATOR AND R-flor, 25 YEAR GUARANTEE Australia



**Osmose**  
Preservation Technology at Work



# Permethrin

25 YEAR LIMITED  
GUARANTEE  
Australia



## 25 Year Guarantee - covering Osmose Permethrin Treated Particleboard Flooring

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 STRUCTAflor Terminator or R-Flor Particleboard Flooring manufactured by Carter Holt Harvey Woodproducts Australia Pty Ltd (ABN 93 002 993 106) (**CHH**) and treated by CHH with Osmose Permethrin supplied by Osmose Australia (**Treated Flooring**) is first incorporated (**Property of First Incorporation**), that for the Guarantee Period (defined in paragraph 1 below), the Treated Flooring will resist insect or termite attack or infestation causing damage that would make the Treated Flooring structurally unfit for the purpose for which it was first used provided the Treated Flooring is correctly treated, handled and used in accordance with and subject to the following terms and conditions:

1. **Guarantee Period** means:
  - (a) if the Treated Flooring is Supplied within 6 months of the date of its manufacture by CHH, 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 CHH of the Treated Flooring.

**Supply** means the supply of the Treated Flooring by CHH and **Supplied** has a corresponding meaning.
2. The Treated Flooring is manufactured in Australia by CHH and used in Australia.
3. The Treated Flooring is treated with Osmose Permethrin by CHH in accordance with:
  - (a) the specifications set out in AS1604 as at the date of Supply by CHH of the Treated Flooring;
  - (b) the Timber Marketing Act (NSW) 1977 (if applicable); and
  - (c) the Timber Utilisation and Marketing Act (Qld) 1987 (if applicable).

This guarantee does not apply unless:

- (i) CHH treated and manufactured the Treated Flooring damaged by insect activity with Osmose Permethrin in accordance with Osmose Australia's recommendations and the appropriate standards as at the date of Supply of the Treated Flooring damaged by insect activity; and
  - (ii) CHH only used Osmose Permethrin supplied by Osmose Australia to treat and manufacture the Treated Flooring damaged by insect activity.
4. The Treated Flooring is only used in the appropriate applications (as specified in category H2 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**).
  5. 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 replace such Treated Flooring 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.
6. To the maximum extent permitted by law (including under the Trade Practices Act 1974 (Cth)), this guarantee is limited to replacement of the Treated Flooring as is damaged by insect or termite 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 Treated Flooring;
    - (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 Treated Flooring.
  7. This guarantee does not cover warping, splitting, twisting, checking, shrinking, swelling or other changes in the shape or strength of the Treated Flooring or damage resulting from any cause other than insect or termite damage.
  8. To make a claim under this guarantee, the Owner must :
    - (a) 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 Treated Flooring damaged by insect or termite activity (Notice);
    - (b) within 30 days after delivery of the Notice, deliver to Osmose Australia a sufficient sample of the Treated Flooring damaged by insect or termite activity that will allow Osmose Australia to conduct identification testing; and
    - (c) within 60 days after delivery of the Notice, provide Osmose Australia with access to view the alleged damaged Treated Flooring prior to the removal of the Treated Flooring from service.

Failure to comply with the requirements of this paragraph 8 will void this guarantee.
  9. 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.
  10. This guarantee does not cover the Owner for any claims made against the Owner by any occupier of the Property of First Incorporation.
  11. Treated Flooring may be cut to length and width, sheet edges may be sanded and penetrations may be cut.
  12. The Treated Flooring must be kept clear of ground contact.
  13. This guarantee is governed by the laws of New South Wales.
  14. In this guarantee a reference to including means including but without limitation.
  15. 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 Treated Flooring, which cannot be limited, modified or excluded.

**Note: It is recommended that the Owner:**

1. Retains:
  - (a) the original or a copy of the proof of purchase; and
  - (b) a sample of the Treated Flooring used in the Property of First Incorporation.
2. For best performance and results, follows all of the recommendations of CHH and Osmose Australia including as set out in any CHH or Osmose Permethrin brochure.
3. Only uses Treated Flooring in the appropriate environment as per:
  - (a) category H2 in the Hazard Class Chart issued by Standards Australia International Ltd;
  - (b) the Timber Marketing Act (NSW) 1977 (if applicable); and
  - (c) the Timber Utilisation and Marketing Act (Qld) 1987 (if applicable).
4. Obtains and fully reads a copy of the:
  - (a) Osmose Australia's Permethrin brochure;
  - (b) Osmose Australia's Consumer Information and Handling Guide; and
  - (c) Osmose Australia's Material Safety Data Sheet, or equivalent CHH publications.

**Osmose®**

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Osmose® is a registered trademarks of Osmose Australia.  
Treated flooring is manufactured by independently owned and operated wood processing facilities.

**Osmose Australia Pty Ltd**, Unit 1, 6F, 12 Lord Street, Botany NSW 2019  
Telephone 61-2-9666 5287 Facsimile 61-2-9666 9199 [www.osmose.com.au](http://www.osmose.com.au)

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