



PT HASWIN HIJIAU PERKASA (“PT HHP”) warrants that its manufactured  Glue Laminated Hardwood Products (Glulam) are free from manufacturing defects in manufacture and material and they are considered fit-for-purpose for use in accordance with AS/NZS 1328:1:1998, for the design life of the structure when stored, handled, designed, specified, installed and maintained as stated herein and in any other applicable instructions or requirements issued by PT HHP.



GLUE LAMINATED TIMBER WARRANTY

PT HASWIN HIJAU PERKASA (“**the Manufacturer**”) warrants under this warranty that its manufactured Glue Laminated Products (Glulam) (“**the product**”) under  are free from significant defects in manufacture and material and they are considered fit-for-purpose for use in accordance with AS/NZS 1328:1:1998 (“**the Warranty**”).

1. The warranty will be for a period of 15 years from the date of delivery (“**the Warranty Period**”).
2. If you believe there is a fault or defect in the product within the Warranty Period that is covered by the Warranty, you must provide reasonable written notice to the Manufacturer via a distributor of the product (that is authorised by the Manufacturer to distribute the product) (“**an authorised Distributor**”) that includes:
 - I. A description of the nature of the defect in the products, including photographs showing the alleged defect;
 - II. when the defect was first discovered; and
 - III. written proof of:
 - i. your purchase of the product from the Manufacturer, or an authorised Distributors; and
 - ii. proof that the product was inspected prior to use by the person or persons responsible for its, use who must be a competent and experienced tradesperson; and
 - iii. if the product has been used or installed, proof that the product was used or installed by a competent and experienced tradesperson or professional, in accordance with The Glue Laminated Timber Association of Australia.
3. Subject to the conditions of this Warranty, if the Manufacturer is in breach of the Warranty the Manufacturer must repair or replace the product. If the product is repaired or replaced, the replaced product is to be treated as if it was delivered to you on the original date of delivery.
4. The Warranty is conditional upon an inspection taking place, either by the Manufacturer or their agent, who must be satisfied that:
 - I. The claim pursuant to the Warranty is made by you and within the Warranty Period;
 - II. The product was purchased by you from the Manufacturer, or their authorised agent or wholesaler; and
 - III. There is a defect in the product covered by this Warranty and not otherwise excluded by the terms of the Warranty.
5. You, upon giving the required written notice may, at the same time, return the products at your own expense for the purposes of an inspection taking place.
6. On reasonable grounds, if you are unable to return the product after giving the required notice, the Manufacturer may either waive their rights to inspect the products, or instruct an agent of their choosing to inspect the product where it is situated.
7. If the Manufacturer or their agent determines that the defect is not covered by the Warranty, or is otherwise excluded, the Manufacturer may invoice you for their reasonably incurred costs in attending to the claim.
8. To the extent permitted by law (including the Australian Consumer Law), the Manufacturer’s liability under the Warranty is limited to the repair and replacement value of the product, and will not be liable for any consequential or indirect loss, loss of profits or loss of opportunity incurred as a result or in consequence of the alleged defect.
9. To the extent permitted by law (including the Australian Consumer Law), the Warranty is subject to the following conditions:
 - I. The Warranty only extends to products, or parts of products, which are defective either due to faulty manufacturing or workmanship;
 - II. The product must have been inspected prior to use by the person or person responsible for its use who must be a competent experienced tradesperson;
 - III. The product must have been handled, used, maintained, serviced, stored and installed in accordance with any regulations, instructions, or directions as promulgated by The Glue Laminated Timber Association of Australia (“GLTAA”) from time to time, or any other requirements or applicable instructions or requirements issued by the Manufacturer;



- IV. The product must not be subjected to additional loads which exceed the load bearing without the Manufacturer's prior written consent, or written approval from a qualified structural engineer, and must be used in accordance with structural design specifications and/or technical support data of the product as provided by the Manufacturer or GLTAA;
 - V. The use of the product must not be mixed with any other product or services supplied or provided by a supplier or manufacturer other than the Manufacturer;
 - VI. The product and its structures, fittings or attachments contained to or contained within the structure hosting the product must not be used or misused;
 - VII. The product must be installed by competent experienced trades people or professionals, in accordance with the relevant professional standards including AS/NZS 1328:1:1998;
 - VIII. Failure of the product must not be due to you or any third party's failure to follow the product requirements, improper installation or any misuse apart from the product's intended function or design, or any unusual climate conditions or Force Majeure;
 - IX. The Manufacturer will not be responsible for damage or loss caused during shipping or transportation;
 - X. The Manufacturer's liability under the Warranty is limited to the repair and replacement value of the product, and will not be liable for any consequential or indirect loss, loss of profits or loss of opportunity incurred as a result or in consequence of the alleged defect; and
 - XI. The product must be shipped directly from Indonesia to Australia, and/or New Zealand. It cannot be shipped from a third party location.
10. To be clear, without limiting defects or damage excluded from the Warranty, the Warranty does not cover any defect or damage caused, partly caused by, or arising from, any or all of the following:
- I. Fair wear and tear during the Warranty Period;
 - II. Cosmetic defects such as scratches or blemishes in the surface of the product;
 - III. Neglect, or inadequate or improper maintenance of the product;
 - IV. Improper inspection or installation of the products, including installation by unskilled or unqualified persons;
 - V. Natural disasters or unusual climate conditions including, floods, lightning, earthquakes, hail or hurricane;
 - VI. Acts of negligence, misuse or accidents, including vandalism, civil disobedience, or acts of war;
 - VII. Exposure of the product to acids or other harmful products;
 - VIII. Discolouration or any change in appearance of the product due to natural or extreme conditions including exposure to ultraviolet damage;
 - IX. Use of the product not in accordance with the structural design specifications or technical support data of the product as provided by the Manufacturer; or
 - X. Long term exposure of the product to moisture which causes the Equilibrium Moisture Content of the product to increase over 25% for prolonged periods.
11. This Warranty contains the whole of the terms of the Warranty, and no representation, warranty, or other term is enforceable against the Manufacturer other than the terms set out in this Warranty. Any implied terms that may be included in this Warranty (for instance, by statute, common law or by other means) are excluded from this Warranty to the extent it is so permissible by law.
12. You cannot assign the warranty without the Manufacturer's prior written consent, which the Manufacturer may or may not give in their sole and absolute discretion.