

Glue Laminated Timber Product Warranty Statement



Hyne & Son Pty Limited ABN 67 009 660 995 trading as Hyne Timber hereby warrants that Hyne Timber Glue Laminated Products (Glulam), manufactured and / or distributed by Hyne Timber, are considered fit-for-purpose for use in accordance with the National Construction Code Building Code of Australia, 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 Hyne Timber as at the date of purchase.

Hyne Timber Glulam will be free from manufacturing defects in material or workmanship.

Products Warranted

Hyne Timber Products covered under this warranty include:

- Hyne Timber LGL
- Hyne Timber Beam 12
- Hyne Timber Beam 17
- Hyne Timber Beam 18
- Hyne Timber Beam 21

Product Descriptions

Hyne Timber Glulam is described as follows:

PRODUCT NAME	DESCRIPTION	MANUFACTURING STANDARD
LGL Beam 12 Beam 17 Beam 18 Beam 21	Structural Glue Laminated timber. Timber laminate material is pine (LGL, Beam 12 and Beam 17), Tas Oak or Vic Ash (Beam 18) or SEQld hardwood (Beam 21).	AS / NZS 1328.1

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

Product Design

Structural design of Hyne Timber Glulam shall be performed in accordance with the current National Construction Code 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 Timber Glulam is used, including structural, exposure hazards, moisture effects, durability, chemical and fire.

Design for durability of Hyne Timber Glulam shall be strictly in accordance with Hyne Timber Technical Datasheet (TDS) #9 - Hyne Timber ETP Design For Durability.

When correctly designed, specified, detailed, installed and maintained, Hyne Timber Glulam timber structures and components will perform their intended function for the design life of the structure.

Design Life

The period for which a building, a building component element or sub-system is expected to fulfil its intended function as defined by the ABCB Durability in Buildings Guideline. It is assumed that maintenance and inspection will be necessary for the achievement of the Design Life and that there are no unusual events.

Note that the Design Life is not interpreted as a guarantee.

Damaged or Defective Products

Damaged or defective Hyne Timber products must not be used.

All Hyne Timber Glulam 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 Timber Glulam the subject of a 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 Timber Glulam 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 Timber Glulam
- 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 Timber Glulam and does not apply to any other person. To the extent permitted by law (including 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 Timber Glulam 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
- 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 Timber Glulam

If Hyne Timber's supply of Hyne Timber Glulam 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:

1. 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 our Product Information Service
2. 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.
3. Provide the site address and contact details of the property owner or agent working on their behalf
4. Provide Hyne Timber (or their nominated representative) access to the property to inspect the alleged defect to the Hyne Timber Glulam 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.

Contact Information

Hyne Timber Pty Ltd

ABN 67 009 660 995

160 Kent Street
Maryborough QLD 4650
Australia

(07) 4121 1211
info@hyne.com.au

Further Product Information

For more detailed information about Hyne Timber Glue Laminated Products (Glulam), their design, applications, specification, use, storage and handling, installation and maintenance; refer to the following list of documents:

- Hyne Timber Technical Data Sheet (TDS) #5
(On-site handling and protection requirements)
- Hyne Timber Technical Data Sheet (TDS) #6
(Weather exposed applications)
- Hyne Timber Technical Data Sheet (TDS) #8
(Sealing, painting or varnishing)
- Hyne Timber Technical Data Sheet (TDS) #9
(Design for durability)

A more detailed description of product properties, sizes, treatment options and identification is available at www.hyne.com.au.

DATE OF ISSUE: FEBRUARY 2017
THIS DOCUMENT SUPERSEDES ALL PREVIOUS VERSIONS



CONTACT DETAILS

Product Information Service
Phone: 1300 304 963
Email: info@hyne.com.au
Hours: 7.30am - 4.30pm | Monday to Friday

hyne.com.au