



## LIGNIA® - Certificate of Warranty

(Worldwide excluding United States of America and Canada)  
20 August 2019

### 1 Duration and Scope of the Warranty

- 1.1 This Warranty is exclusively given to the original purchaser of LIGNIA® from LIGNIA Wood Company Limited ("LIGNIA Wood Company") and the original owner of any structure on which LIGNIA is installed. It may not be transferred or assigned to any other person or legal entity.
- 1.2 LIGNIA Wood Company warrants that at the date of delivery (as stated on the invoice), LIGNIA shall be in accordance with LIGNIA Wood Company's Product Grading Specifications (available via our website: <http://bit.ly/lignia-download>).
- 1.3 In addition, but subject to the terms and conditions of this Warranty, LIGNIA Wood Company warrants that LIGNIA shall remain free from Material Damage (as defined below) for 50 years from the date of delivery of the LIGNIA as stated on the invoice ("Warranty Period"), on condition that it is exclusively used in Use Classes 1, 2 and 3 (but not Use Class 3.2) as defined in EN 335-2013. For the avoidance of doubt, where the end-product does not comply with established norms for good design that promotes water drainage or water evaporation through adequate drainage or is positioned less than 20cm above ground it shall be deemed Use Class 4 and the 50-year Warranty shall not apply.
- 1.4 It is agreed by any purchaser of LIGNIA from LIGNIA Wood Company that if conditions arise during the service life of the LIGNIA which, in the opinion of LIGNIA Wood Company acting reasonably, result in unexpected wetting of the timber (including but not limited to as a result of design faults, condensation, failure of other materials, poor workmanship and/or lack of maintenance), the Use Class assigned to the end-product can change and potentially invalidate the Warranty.

### 2 Definition of Material Damage / Materially Damaged

- 2.1 For the purposes of this Warranty, LIGNIA shall be materially damaged if it is shown (in the opinion of LIGNIA Wood Company acting reasonably or by a court or other forum with competent jurisdiction) that, in ordinary usage (in accordance with the terms of this Warranty):
  - a) the LIGNIA product has been materially damaged by fungal decay or rot (for the purposes of this Warranty fungal decay shall be limited to decay caused by all soft-rot fungi and the fungal species *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Coriolus versicolor*, *Serpula lacrymans* and shall not include common surface mould, mildew, fungal stain or any other organism, bacteria or fungi); and
  - b) such that the LIGNIA does not perform its intended function.



### **3 Remedy**

For any failure of LIGNIA to comply with the terms of this Warranty LIGNIA Wood Company shall in its discretion and as a sole and exclusive remedy, either replace, repair or compensate by cash payment, any Materially Damaged LIGNIA during the Warranty Period. Any cash compensation shall be limited to the value of the original invoice for the LIGNIA purchased from LIGNIA Wood Company. Any repairs or replacements shall continue to be subject to the terms of this Warranty for the unexpired term of the original Warranty Period. Where LIGNIA Wood Company elects to pay cash compensation under this Warranty then such compensation shall be made on a pro-rata basis to reflect the use of the LIGNIA during the Warranty Period. With reference to any claim made under this Warranty that is subsequently found to be invalid for any reason, the claimant shall on demand reimburse LIGNIA Wood Company for all reasonable costs and expenses incurred by LIGNIA Wood Company in investigating such claim.

### **4 Exclusions of Remedy and Warranties**

- 4.1 Subject at all times to clause 4.3 and save as otherwise expressly set out in this Warranty, LIGNIA Wood Company excludes all liability howsoever arising in respect of LIGNIA it supplies pursuant to the terms of this Warranty.
- 4.2 The statements in this Warranty constitute the only warranties given by LIGNIA Wood Company and all other express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose (save where arising under applicable product warranty laws that cannot be lawfully disclaimed) are expressly excluded.
- 4.3 Nothing in this Warranty seeks to exclude or limit any liability which cannot be excluded or limited by applicable law, including, without limit, liability for death or personal injury arising out of negligence.

### **5 Conditions**

This Warranty shall be subject to the following terms and conditions:

- 5.1 Claims must be made in writing to LIGNIA Wood Company within 30 days after discovery of suspected damage, accompanied by this original Certificate of Warranty, copies of the relevant invoice(s), a statement describing the damage and photographs showing the suspected damage.
- 5.2 LIGNIA Wood Company, and/or its appointed representatives and agents, reserves the right to inspect and test the defect in situ (and such access must be granted on reasonable prior notice) prior to the authorisation by LIGNIA Wood Company, in its sole discretion, of any repair, replacement or financial compensation.
- 5.3 From the date of becoming aware of any potential failure of the LIGNIA to comply with the terms of this Warranty, the claimant must mitigate any losses sustained or incurred, protect the LIGNIA from further damage and not make any further use of the LIGNIA.
- 5.4 LIGNIA must be stored, installed, handled, maintained and used in accordance with good trade practice, LIGNIA Wood Company's written instructions and guidelines and those of all certification bodies and building codes applicable to the installation. Failure to install LIGNIA in accordance with LIGNIA Wood Company's written instructions will invalidate this Warranty.
- 5.5 This Warranty and LIGNIA Wood Company's liability under this Warranty does not cover any failure of the LIGNIA arising as a result of fair wear and tear, wilful damage, negligence, or abnormal or incorrect storage or working conditions and does not cover the costs associated with removal of damaged LIGNIA, installation of replacement LIGNIA or any remanufacturing costs.
- 5.6 No alterations or repairs to the LIGNIA shall be undertaken without LIGNIA Wood Company's prior written consent.

5.7 LIGNIA Wood Company shall have no liability or responsibility under this Warranty in the event of a failure by the party seeking to rely on the Warranty to follow any of the procedures and/or comply with any of the terms and conditions set out in this Warranty (including but not limited to this clause 5).

## **6 Exclusions**

This Warranty and LIGNIA Wood Company's liability under this Warranty does not cover:

- 6.1 any defects or damage other than set out in clause 2.1;
- 6.2 any use of the LIGNIA in the relevant use class that contravenes the requirements set out in EN 335-2013 and/or as set out in clause 1.3;
- 6.3 any contact between LIGNIA and liquids that have a pH higher than 9;
- 6.4 any continual contact between LIGNIA exposed to salt and brackish water (use class 5 according to EN 335-2013);
- 6.5 any LIGNIA subsequently modified or impregnated (for example but not limited to by chemical treatments), without the prior written approval of LIGNIA Wood Company;
- 6.6 damage or defects resulting from or in any way attributable to:
  - a) improper storage, handling, installation or use of the LIGNIA, including but not limited to any damage where LIGNIA Wood Company's written instructions have not been followed;
  - b) misuse, neglect, alteration or abuse of the LIGNIA;
  - c) settlement or structural movement and/or movement of materials to which the LIGNIA is attached;
  - d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
  - e) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; and
  - f) any cause other than manufacturing defects attributable to LIGNIA Wood Company.

## **7 Geographical coverage**

This Warranty applies to LIGNIA purchased from LIGNIA Wood Company in all countries world-wide, save for the United States of America or Canada.

## **8 Contact**

You may contact LIGNIA Wood Company by writing to the Commercial Director at the address shown on page 1 of this Warranty.

## **9 Governing law and Disputes**

This Warranty is governed by and construed in accordance with English laws and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of England and Wales or to arbitration at the discretion of LIGNIA Wood Company. Notwithstanding the foregoing, LIGNIA Wood Company reserves the right (where possible) to issue and/or transfer proceedings to a jurisdiction outside England and Wales.