

Warranty conditions

Article 1 | Warranty

- a. This warranty applies to hydro-thermally modified fraké, poplar, and spruce produced by Plato Wood B.V. (hereinafter referred to as Platowood) using the patented PLATO process, manufactured by Platowood into end products, hereinafter referred to as Platowood Fraké, Platowood Poplar, and Platowood Spruce.
- b. Platowood guarantees that Platowood Fraké, Platowood Poplar, and Platowood Spruce will remain free from damage during the warranty period, provided they are applied as façade cladding in risk classes 1 to 3 as defined in NEN-EN 335-1, and warranty is not excluded under this warranty scheme.
- c. Platowood façade cladding must be mounted on a substructure made of Platowood backing wood or on a substructure of wolmanised and dried spruce (moisture content < 22%). A substructure made of wolmanised and subsequently undried wood is excluded from warranty. Platowood façade cladding must be treated and mounted according to the most recent instructions stated on the Platowood website: <http://www.platowood.nl>.
- d. Unless Platowood has expressly declared otherwise in writing, only the original buyer may invoke the warranty scheme. Rights and obligations arising from the warranty scheme are non-transferable.
- e. The warranty described in this document is only provided and maintained if the payment obligation(s) and term(s) set by Platowood have been fulfilled.

Article 2 | Definition of damage

- a. Damage within the meaning of the warranty scheme exists in the following cases:
 - Wood rot caused by a material or production defect attributable to Platowood, if as a result the Platowood Fraké, Platowood Poplar, and/or Platowood Spruce no longer fulfill their intended functionality, or;
 - An average tangential swelling at an equilibrium moisture content corresponding to 50% to 90% relative humidity (RH) greater than 4.0%, in accordance with the Assessment Basis "*Wood species for application in joinery; requirements and test methods*", SKH publication 97-04 dated 2009-10-16; caused by a material or production defect attributable to Platowood, if as a result the Platowood Fraké, Platowood Poplar, and/or Platowood Spruce no longer fulfill their intended functionality.
- b. Wood is a natural product, which means that, for example, end checks may be present. Knots may occur in Platowood Spruce, and over time Platowood Spruce may show delamination and/or cracks. Platowood Fraké may contain pinholes and chalk lines and/or show cracks. In Platowood Poplar, (end) checks and pith flecks may occur. These are normal properties of wood and do not constitute damage within the meaning of the warranty scheme.

Article 3 | Warranty period

The warranty period is fifteen years on wood without finish, starting from the date stated on the purchase invoice.

Article 4 | Scope of coverage

- a. The warranty means that the damaged parts will, at Platowood's discretion, either be replaced free of charge or the invoice value of the damaged parts will be fully or partially refunded. In the case of a refund for damage occurring within five years after the start of the warranty period, up to 100% of the invoice value will be refunded. From the sixth through the tenth year after the start, this amount is reduced annually by 10%. From the eleventh through the fifteenth year, the remaining invoice value is reduced annually by 8%.
- b. In addition to what is stated in article 4a, the costs of replacement are also reimbursed in whole or in part. Replacement costs are understood to mean the costs of removing, disposing of, storing, and/or destroying the damaged parts. In the case of damage within five years of the start of the warranty period, the actual replacement costs are reimbursed up to an amount equal to a maximum of three times the invoice value of the damaged parts. In the case of damage from the sixth year onwards, up to an amount equal to a maximum of one time the invoice value of the damaged parts, with a maximum of €2,500 per project per buyer.
- c. At Platowood's request, the damaged parts must be returned to them. These parts then become their property.
- d. Platowood is never liable for any other damage or costs than the damage and costs for which it is liable under the warranty scheme. Liability for additional costs such as repair costs, specification costs, logistics costs, finishing (e.g., with paint, stains, or oil products), gluing (including finger-jointing and laminating), treatment with fire retardants, indirect damage, and consequential damage is excluded.
- e. In addition to what is stated in articles 4a through 4d, the number of years referenced is based on the invoice date.

Article 5 | Procedure

- a. The warranty scheme only applies if the potential damage is reported to Platowood in writing within 10 days of discovery, with as detailed a description of the complaint(s) as possible, including clear photos of the damaged parts and a copy of the relevant invoice(s).
- b. Platowood reserves the right to investigate the potential damage itself, on-site or elsewhere, without the involvement of third parties, before deciding whether it falls under the warranty scheme. From the date the potential damage is discovered, the claimant must take all reasonable measures to protect the Platowood Fraké, Platowood Poplar, and Platowood Spruce against any further damage, while also observing Platowood's instructions, the guidelines of certification bodies, and applicable laws and regulations.
- c. If the procedure described in this article is not followed, or not followed in full, Platowood reserves the right not to process the notification/complaint and/or to reject the warranty claim.

Article 6 | Quality assurance

Platowood has a quality assurance system in place. This warranty scheme only applies when the processing has been carried out under the management of Platowood, with the exception of finger-jointing, laminating, fire retardancy, coatings, and their application. For these, the warranty is provided through the respective suppliers.

Article 7 | Exclusions

This warranty scheme does not apply:

- a. As long as Platowood Fraké, Platowood Poplar, and Platowood Spruce have not yet, or not fully, been processed into an end product.
- b. For damage caused by surface fungi, mildew, or insects.
- c. When the construction in which Platowood Fraké, Platowood Poplar, and Platowood Spruce is used does not meet the requirements for water drainage or evaporation as defined in NEN-EN 335-1, resulting in use class 4.
- d. When Platowood Fraké, Platowood Poplar, and Platowood Spruce are applied less than 30 cm above ground level without installing a drip edge with a minimum slope of 15 degrees, or when the wood is applied less than 10 cm above ground level.
- e. When the most recent Platowood instructions have not been followed and/or when Platowood Fraké, Platowood Poplar, and Platowood Spruce have otherwise been misused.
- f. When Platowood Fraké, Platowood Poplar, and Platowood Spruce have been processed and/or treated by a third party that is not a Platowood partner.
- g. For damage caused by any reason other than material or production defects attributable to Platowood, such as damage due to normal wear, weathering, improper handling, processing, installation, use, mechanical damage, incorrect maintenance, and environmental or other influences.
- h. For contract work, such as contract-based platonising of wood.
- i. For services and products delivered by third parties, for example (but not limited to) coating and application, fire retardancy and application, finger-jointing, and/or laminating.

Article 8 | Geographical coverage

The warranty scheme applies to Europe.

Article 9 | Applicable law and competent court

This warranty scheme and its execution are exclusively governed by Dutch law. The competent court is the District Court of Gelderland.