

## WARRANTY CONDITIONS

### Artikel 1 | Warranty

- a. This warranty scheme applies to hydro-thermally modified fraké, poplar and spruce products produced by Plato Wood B.V. (hereinafter referred to as Platowood) by means of the patented PLATO process into an end product, hereinafter referred to as Platowood Fraké, Platowood Poplar and Platowood Spruce.
- b. Platowood warrants that during the warranty period the Platowood Fraké, Platowood Poplar and Platowood Spruce, will remain free of damage insofar as Platowood Fraké, Platowood Poplar and Platowood Spruce are applied as façade cladding in risk classes 1, 2 or 3 as defined in NEN-EN 335-1 and warranty based on the Platowood warranty scheme is not excluded.
- c. Platowood façade cladding must be fastened to a substructure constructed from Platowood battens or to a batten substructure consisting of wolmanized and dried spruce (moisture content < 22%). A batten substructure consisting of wolmanized wood which has not subsequently been dried is excluded from the warranty scheme. Platowood façade cladding must be treated and installed in accordance with the most recent instructions as stated on the Platowood website: [www.platowood.nl](http://www.platowood.nl).
- d. Unless Platowood has explicitly stated otherwise, only the original buyer may rely on the warranty scheme. Rights and obligations resulting from the warranty scheme are non-transferable.
- e. The warranty described in this document is provided and maintained only if the payment obligation(s) and term(s) stated by Platowood have been complied with.

### Artikel 2 | Concept of loss

- a. Damage under the warranty scheme will be considered in the following cases:
  - Wood rot caused by faulty material or workmanship attributable to Platowood if the Platowood Fraké, Platowood Poplar and/or Platowood Spruce no longer fulfills its intended purpose as a result, or;
  - An average tangential swelling of an equilibrium moisture content at 50% to 90% relative humidity (RH) is greater than 4.0%, in accordance with the 'Timber species for use in joinery; requirements and assessment methods' assessment criterion 97-04 published by SKH on 16 October 2009, and is due to faulty material or workmanship attributable to Platowood if the Platowood Fraké, Platowood Poplar and/or Platowood Spruce, no longer fulfills its intended purpose as a result.

- b. Wood is a natural product that may contain checks, for example. Knots may occur in Platowood Spruce and over time Platowood Spruce may begin to delaminate and/or cracks may appear. Platowood Fraké may exhibit pinholes and chalking and/or cracks. Platowood Poplar may exhibit checks and cracks as well as pit knots. These are normal properties of wood and do not constitute damage within the scope of the warranty scheme.

### Artikel 3 | Warranty period

The warranty period is fifteen (15) years from the date stated on the purchase invoice.

### Artikel 4 | Extent of cover

- a. The warranty entails that Platowood may choose to either redeliver free of charge parts that have been damaged, or to refund the invoice amount of the damaged parts fully or partially. In the event of a refund in case of damage within five years of the start of the warranty period, a maximum of 100% of the invoice amount is refunded; from the sixth year until the tenth year after the start, this amount is reduced by 10% annually. From the eleventh year until the fifteenth year, the remainder of the invoice amount is reduced by 8% annually.
- b. In addition to the provisions of Article 4a, the costs of replacement will be fully or partially compensated. Costs of replacement are understood to include the costs of removal, disposal, storage and/or destruction of the damaged parts. In case of damage within five years of the start of the warranty period, the actual replacement costs incurred are compensated up to an amount equal to the maximum of three times the invoice amount of the damaged parts, and in case of damage from the sixth year up to an amount equal to the maximum of once the invoice amount of the damaged parts, each time subject to a maximum of €2,500 per project per buyer.
- c. Damaged parts must be returned to Platowood at its request. These parts become its property.
- d. Platowood is never liable for any other damages or costs than the damages and costs that it is liable for under the warranty scheme. Liability for additional costs such as the costs of repairs, materials specifications, logistics, finishing work (for example with coatings, wood treatment and/or oil-based products), bonding (such as finger joints or lamination), treatment with flame retardants, indirect loss and consequential loss is excluded.
- e. In addition to the provisions of Articles 4a to 4d, reference is made to the invoice date for the number of years.

## Artikel 5 | Procedure

- a. The warranty scheme only applies if the potential damage is reported to Platowood in writing within ten (10) days of discovery, by means of a most detailed description of the complaint or complaints and by submitting clear photographs of the damaged parts and a photocopy of the relevant invoice or invoices.
- b. Platowood reserves the right to investigate the potential damage on site or elsewhere without the intervention of third parties before deciding whether it is covered by the warranty scheme. From the date that potential damage is discovered, the person reporting the damage must take all reasonable measures to protect the Platowood Fraké, Platowood Poplar and Platowood Spruce against any further damage, and in doing so must take into account the Platowood instructions, the guidelines of certifying bodies, and applicable laws and regulations.
- c. If the procedure described in this article is not followed or is not followed completely, Platowood reserves the right not to accept the report or complaint and/or to reject a claim under the warranty.

## Artikel 6 | Quality assurance

Platowood has a system of quality assurance in place. This warranty scheme applies only if the treatments have been performed under the management of Platowood, with the exception of finger joints, lamination, flame retardants, coatings and the application thereof. Such warranty is provided by the relevant suppliers.

## Artikel 7 | Exclusions

This warranty scheme does not apply:

- a. As long as Platowood Fraké, Platowood Poplar and Platowood Spruce has not been processed or has not yet been fully processed into an end product.
- b. For damage caused by surface fungi, mildew or insects.
- c. If the construction using Platowood Fraké, Platowood Poplar and Platowood Spruce, does not meet the requirements stated in NEN-EN 335-1 regarding water drainage and water evaporation, for which a user category 4 applies.
- d. If Platowood Fraké, Platowood Poplar and Platowood Spruce has been applied at less than 30 cm above the ground and without a weathering profile of at least 15 degrees or if the wood has been applied at less than 10 cm above the ground.
- e. If the most recent instructions by Platowood have not been observed and/or if Platowood Fraké, Platowood Poplar and Platowood Spruce has otherwise been used improperly.
- f. If the Platowood Fraké, Platowood Poplar and Platowood Spruce has been processed and/or treated by a third party, who is not a Platowood partner.
- g. For damage resulting from any other cause than faulty material or workmanship attributable to Platowood, such as damage resulting from normal wear and tear, weathering, incompetent handling, treatment, processing and/or

installation, applications, mechanical damage, incorrect maintenance or environmental or other influences.

- h. For contract work, such as platonising of wood under contract.
- i. For products delivered and services provided by third parties, including but not limited to coating and application, flame retardants and application, finger joints and/or lamination.

## Artikel 8 | Geographical coverage

The warranty scheme applies to Europe.

## Artikel 9 | Applicable law and competent court

Dutch law applies exclusively to the warranty scheme and its execution. The District Court of Gelderland is the competent court.