

## WARRANTY CONDITIONS OF PLATO WOOD B.V. IN ARNHEM

### Article 1 WARRANTY

1. This warranty scheme applies to hydro-thermally modified spruce, fraké and poplar products produced by Plato Wood B.V. (hereinafter to be referred to as Platowood) by means of the patented PLATO process into an end product, hereinafter referred to as Platowood Spruce, Platowood Fraké and Platowood Poplar.
2. Platowood warrants that during the warranty period the Platowood Spruce, Platowood Fraké and Platowood Poplar will remain free from damage insofar as Platowood Spruce, Platowood Fraké and Platowood Poplar are applied as façade cladding in risk classes 1, 2 or 3 as defined in NEN-EN 335-1 and warranty under the Platowood warranty scheme is not excluded.
3. Platowood façade cladding must be fixed to a substructure constructed from Platowood battens or to a batten structure consisting of wolmanized and dried spruce (moisture content < 22%). A batten structure consisting of wolmanized wood which has not subsequently been dried is excluded from the warranty scheme. Platowood façade cladding must be treated and fixed in accordance with the most recent fitting instructions as stated on the Platowood website: [platowood.nl](http://platowood.nl).
4. 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.
5. 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.

### Article 2 CONCEPT OF LOSS

1. Damage under the warranty scheme will be considered in the following cases:
  - a. Wood rot caused by faulty material or workmanship attributable to Platowood if the Platowood Spruce, Platowood Fraké and/or Platowood Poplar no longer fulfils its intended purpose as a result, or;
  - b. 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 16/10/2009 and is due to faulty material or workmanship attributable to Platowood if the Platowood Spruce, Platowood Fraké and/or Platowood Poplar no longer fulfils its intended purpose as a result.
2. 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.

### Article 3 WARRANTY PERIOD

The warranty period amounts to fifteen years from the date stated on the purchase invoice.

### Article 4 EXTENT OF COVER

1. The warranty entails that Platowood may choose to either redeliver damaged parts free of charge, or to refund the invoice

amount of the damaged parts wholly 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.

2. In addition to the provisions of Article 4.1, the costs of replacement are compensated wholly or partially. 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 equivalent 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 equivalent 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.
3. Damaged parts must be returned to Platowood at its request. These parts become its property.
4. Platowood is never liable for any other damage or costs than the damage and costs that it is liable for under the warranty scheme. Liability for additional costs such as the costs of repairs, materials specification, logistics, finishing (for example with coatings, wood treatment and/or oil-based products), bonding (such as finger joints or lamination), treatment with fire retardants, indirect loss and consequential loss is excluded.
5. In addition to the provisions of Articles 4.1 to 4.4 inclusive, reference is made to the invoice date for the number of years.

### Article 5 PROCEDURE

1. The warranty scheme only applies if the potential damage is reported to Platowood in writing by means of the Warranty Claim form within ten days of discovery, by giving a description of the complaint(s) that is as detailed as possible and by submitting clear photographs of the damaged parts and a photocopy of the relevant invoice(s).
2. 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 Spruce, Platowood Fraké and Platowood Poplar against any further damage, and in doing so must take into account the regulations of Platowood, the guidelines of certifying bodies, and the applicable laws and regulations.
3. If the procedure described in this article is not followed or is not followed completely, Platowood reserves the right not to handle the report or complaint and/or to reject a claim under the warranty.

### Article 6 QUALITY ASSURANCE

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

#### **Article 7** EXCLUSIONS

This warranty scheme does not apply:

1. as long as Platowood Spruce, Platowood Fraké and Platowood Poplar is not processed or not yet fully processed into an end product.
2. to damage caused by surface fungi, mildew or insects.
3. if the construction using Platowood Spruce, Platowood Fraké and Platowood Poplar does not meet the requirements stated in NEN-EN 335-1 regarding water drainage and water evaporation, resulting in a class 4 application.
4. if Platowood Spruce, Platowood Fraké and Platowood Poplar is fixed at less than 30 cm above the ground and without a cill with pitch of at least 15 degrees or if the wood is fixed at less than 10 cm above the ground.
5. if the most recent instructions of Platowood have not been observed and/or if Platowood Spruce, Platowood Fraké and Platowood Poplar has otherwise been used improperly.
6. if the Platowood Spruce, Platowood Fraké and Platowood Poplar has been processed and/or treated by a third party, not being a Platowood partner.
7. to 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, processing and/or assembly, applications, mechanical damage, incorrect maintenance or environmental or other influences.
8. to contract work, such as platonising wood under contract.
9. to products delivered and services provided by third parties, including but not limited to coating and application, fire retardants and application, finger joints and/or lamination.

#### **Article 8** GEOGRAPHICAL COVERAGE

The warranty scheme applies to Europe.

#### **Article 9** APPLICABLE LAW AND COMPETENT COURT

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