



CONDITIONS OF SALE/WARRANTY – BESPOKE TIMBER PRODUCTS MADE TO CUSTOMER SPECIFICATIONS

LBA Joinery is able to offer manufacturing services to supply Bespoke Timber Products (BTPs) made to customer specifications upon request. In providing this service LBA Joinery will endeavor to produce your BTPs to the same high quality standards as the timber windows and doors we typically manufacture. However, we are unable to offer the same guarantee as we do with our windows and doors, as BTPs are not our core business hence they have not been tested, nor is it likely we have manufactured your BTPs previously.

Subject to the conditions below, we guarantee your BTPs to be free from defects that would render them unserviceable for the use of which they are intended for a period of three (3) years from date of shipment by the manufacturer. Under this Guarantee the manufacturer agrees to repair or replace, at its option, unfinished and in the form originally supplied and without charge, any BTPs found to be defective within the meaning of this guarantee, **PROVIDED THAT**;

1. BTPs are inspected on receipt by the purchaser for visible defects and any such defects are brought to the attention of the manufacturer by notice in writing within seven (7) days of such defect being detected, and in any event, within three (3) years from the date of manufacturer's shipment.
2. Immediately prior to installation/use of BTPs, all surfaces must receive one (1) coat of sealer/primer and at least two (2) subsequent coats of good quality paint or varnish to prevent undue changes to the moisture content within the BTPs. Future maintenance coats must be carried out as per paint manufacturers' recommendations.
3. Exterior BTPs are to be finished with light reflective, exterior colors to prevent undue heat absorption.
4. Throughout the warranty period BTPs are maintained, so as to prevent deterioration from normal weather conditions.
5. The utility or structural strength is not impaired by the application of hardware or cutting and or altering the BTPs or any special details.
6. The moisture content of the timber does not fall below 10% or exceed 15%. (Accoya excluded).

AND PROVIDED FURTHER THAT;

BTPs become defective through failure to follow these recommendations or for hazards of shipment, storage or application, after the BTPs leave control of the manufacturer. The BTPs will not be found defective within the meaning of this Guarantee if:

- a. There is natural variation in color or texture of the timber.
- b. There is shrinkage or splitting of timber members or panels in solid timber joinery due to atmospheric conditions.
- c. The manufacturer is not liable hereunder to reimburse any purchaser for GTPS repaired or replaced without the prior written consent of the manufacturer.

This guarantee is subject to the terms and conditions specified above and we shall be under no further liability to you with respect to defective GTPs except to the extent that any additional liability attached to us by virtue of any binding State, Territory or Federal regulation relating to the sale of goods. All conditions and warranties implied into contracts for the sale of goods and supply of services are hereby expressly excluded **PROVIDED THAT** nothing covered in this is extended or shall be taken to exclude, restrict or modify those conditions and modified in the guarantee.

AND PROVIDED FURTHER THAT all claims shall be in writing and shall be forwarded by certified mail to:

LBA Joinery
11-13 George Street
Blackburn VIC 3130