

Sicaro™ – Certificate of Warranty

January 2023

1. Duration and Scope of Warranty

- 1.1 Actual duration of Warranty is 55 years, subject to the terms of this Warranty. This Warranty only applies in respect of use of Sicaro™ in the region to which the Warranty applies, as stated on the applicable invoice ("**Territory**").
- 1.2 This Warranty is exclusive to the legal entity that first purchased (**first purchaser**) Sicaro™ wood from Biotanex New Zealand Limited (Biotanex, **we, us** or **our**, for short) and the first legal entity which is the legal proprietor of any structure on which the Sicaro™ wood is installed (**first owner**). This Warranty may not be transferred or assigned to anyone else.
- 1.3 We warrant that at the date of delivery to the first purchaser as stated on the invoice (**delivery date**), Sicaro™ wood shall be in accordance with our Grading Specifications (details are available on request).
- 1.4 In addition but subject to the terms of this Warranty, we warrant that Sicaro™ wood shall remain free of material defect for **55 years** from the delivery date (**Warranty Period**), on condition that it is used in Use Classes 1,2,3, as defined in CEN/TS 15083-1 (2005). For the avoidance of doubt, where the end-product does not comply with established norms for water drainage or water evaporation or is positioned less than 20cm above ground it shall be deemed use class 4 and the 55 year Warranty shall **not** apply.

2. Definition of Material Defect

- 2.1 For the purposes of this Warranty, Sicaro™ wood shall be materially defective if it is shown that in ordinary usage or (as applicable) the specified purpose(s) identified on its original label or stamp set out in the corresponding invoice (Purpose):
 - (a) the Sicaro™ wood product has been materially damaged by fungal decay or rot as would make the timber structurally unfit for the applications for which it was intended for the purpose of this Warranty fungal decay shall be limited to decay caused by all soft-rot fungi and fungal species as set out in CEN/TS 15083-1 (2005) at the time of invoice and shall not include common surface mould, mildew or any other organism, bacteria or fungi); and
 - (b) such that the Sicaro™ wood does not perform its intended function (or) (as applicable) the Purpose.

3. Remedy

Biotanex shall at its sole option either replace, repair or compensate by cash payment any Sicaro™ wood which is materially defective during the Warranty Period. Any cash compensation shall be limited to the value of the original invoice for the Sicaro™ wood purchase.

4. Exclusions of Remedy and Warranties

- 4.1 In no event will Biotanex be liable for any incidental, economic, exemplary, special, punitive or consequential damages, whether direct or indirect, howsoever arising.
- 4.2 The statements in this Warranty constitute the only warranties given by Biotanex and all other express or implied terms, conditions, representations or 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 shall exclude or limit anything which may not be excluded or limited by applicable law, including, without limit, liability for death or personal injury arising out of negligence.
- 4.4 Only Biotanex is liable under the Warranty and the directors, officers, employees and agents of Biotanex shall have no liability of any kind in respect of the purchase or use of Sicaro™ wood.

5. Conditions

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

- 5.1 Claims must be made in writing to Biotanex 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 Biotanex and/or its appointed representatives and agents reserves the right to inspect the defect in situation (and such access must be granted on reasonable prior notice) prior to the authorisation by Biotanex, in its sole discretion, of any repair, replacement or financial compensation. From the date a potential claim is detected, the claimant must take all reasonable steps to protect the Sicaro™ wood from further damage.
- 5.3 Sicaro™ must be stored, installed and/or used in accordance with our instructions and guidelines and those of all certification bodies and building codes adopted by federal, central, state or local governments or government agencies and applicable to the installation. Our instructions and guidelines can be obtained from Biotanex on request. Failure to install Sicaro™ wood in accordance with Biotanex's instructions and guidelines will invalidate this Warranty.
- 5.4 This Warranty does not cover the costs associated with removal of damaged Sicaro™ wood or installation of replacement Sicaro™ wood or any remanufacturing costs.
- 5.5 Failure to follow these procedures may invalidate any claim under this Warranty.

6. Exclusions

This Warranty does not cover:

- 6.1 any other defects than those set out in Clause 2.1;
- 6.2 any damage to wood which has been used in a structure outside of the Territory according to the Use Classes 1, 2 & 3 defined in CEN/TS 15083-1 (2005) or used for an application or in a way that is not consistent with the end use identified on its original label or stamp;
- 6.3 any removal, installation, repair, construction, labour or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, or twist.
- 6.4 any use of the Sicaro™ wood in the relevant use class that contravenes the requirements set out in CEN/TS 15083-1 (2005) as set out in 1.4;
- 6.5 any contact between Sicaro™ wood and liquids that have a pH higher than 9;
- 6.6 any continual contact between Sicaro™ wood and salt and brackish water (use class 5 according to CEN/TS 15083-1 (2005));
- 6.7 any Sicaro™ wood subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of Biotanex;
- 6.8 damage or defects resulting from or in any way attributable to:
 - (a) improper storage, handling, installation or use of the Sicaro™ wood, including but not limited to any damage where Biotanex written instructions have not been followed;
 - (b) misuse, neglect, alteration or abuse of the Sicaro™ wood;
 - (c) settlement or structural movement and/or movement of materials to which the Sicaro™ wood 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 Biotanex.

7. Contact

You may contact Biotanex by writing to The Chief Operating Officer at the company's registered New Zealand office address.

8. General

- 8.1 To the maximum extent permitted by law, the Contracts (Rights of Third Parties) is excluded to the fullest extent permissible and the parties to this Warranty shall be the only parties entitled to rely on its terms (other than the first owner who may also rely on it).
- 8.2 This Warranty is governed by and construed in accordance with New Zealand laws and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of New Zealand or to arbitration at the discretion of Biotanex. Notwithstanding the foregoing, Biotanex reserves the right (where possible) to issue and/or transfer proceedings to a jurisdiction outside New Zealand.