

Terms and Conditions for Timber Treatment and Supply

1. Definitions

a) Process: The method employed by Zone to infuse timber with chemicals, ensuring the chemicals penetrate to the specified depth and the retention meets the required standards as per compliance certifications.

2. General Conditions

a) Damage: It is acknowledged that timber may sustain damage during the process. Customers are advised to account for a wastage margin of approximately 5%.

b) Delivery: The risk of loss or damage during transit falls on the purchaser, regardless of whether the shipment is arranged by the purchaser or Zone. Zone disclaims liability for any damages incurred during delivery.

c) Product Characteristics: Variations in timber, such as marks, salt extractions, or differences in colour, structure, and grain are inherent to the process. Zone shall not be liable for any costs arising from these variations or the post-processing by the purchaser. To mitigate risk of cupping, ensure quarter sawn or finger jointed timber is supplied.

d) Storage Guidelines: Treated timber should be stored on level ground in a cool, dry interior environment, out of direct sunlight and elevated on bearers greater than 80mm.

e) Coating: Exterior timber requires coating on all sides with a suitable exterior timber coating or oil, including end sealing, before delivery to site. Compatibility with fire retardant treatments must be verified in writing by Zone.

f) Samples: Requesting a sample before processing is recommended to ensure outcome expectations are met.

g) Moisture Content: Zone will provide record of the treated timber's moisture content upon dispatch.

h) Fixings: Use of stainless steel or galvanized fixings is required to prevent discoloration.

i) Client Supplied Timber: Timber supplied by clients must be uniform in profile and length unless otherwise agreed in writing. Non-compliance will result in a handling fee.

j) Zone Supplied Timber: Timber supplied by Zone is subject to the terms of the selected timber supplier. Zone reserves the right to adjust pricing in response to supplier price changes prior to order confirmation.

3. Financial Terms

a) Pricing: Prices are quoted ex-works from Zone's Auckland facility unless stated otherwise. Changes to pricing due to supplier adjustments will be communicated to the purchaser.

b) Payment Terms: A 50% deposit is required upon order confirmation for Zone-supplied timber, with the balance due prior to dispatch. Zone does not accept retentions.

4. Compliance and Warranty Conditions

a) Compliance: The purchaser must ensure treatment meets the compliance performance requirements as per the projects consent documentation. Compliance documentation will be supplied after full payment is received by Zone unless otherwise agreed in writing. To assist in compliance being met, purchaser must supply Zone project drawings, fire report and specification.

b) Warranty: A fitness for purpose warranty is available upon written request at the time of order. The request must include all necessary information as per the warranty form.

5. Liability and Disclaimers

a) Inspection and Complaints: The purchaser must inspect the goods upon receipt and report any defects in writing within 5 business days. Zone disclaims liability for product defects or damages post-delivery. Zone expressly disclaims any liability for defects including, but not limited to, twisting, warping, staining, cracking, splitting, scuffing, and cupping.

b) Exclusion of Liability: The purchaser agrees to release Zone from liability related to the treatment process, indemnify Zone against losses, and waive any claims against Zone arising from the process outside of the project warranty.

c) Limitation of Liability: Zone's liability is limited to direct damages and does not include indirect or consequential damages, except in cases of gross negligence or wilful misconduct.

6. Miscellaneous

a) Order Confirmation: The purchaser is responsible for verifying all details on the quote. Written confirmation from Zone is required to finalise the order.

b) Retention of Title: Goods remain the property of Zone until fully paid for.

c) Description of goods and technical data sheets – Purchasers must read and understand the Technical Data sheet before placing an order. Purchasers are responsible for ensuring they have the latest technical information. Zone reserves the right to update technical data sheets at any stage. The information on the technical data sheet is not intended to be exhaustive.

d) Zone Storage of product – Unless otherwise agreed in writing prior to the acceptance of a quote, Zone reserves the right to claim storage costs for treated timber