

Certificate of Guarantee (Project)

Purchaser:
Address:

Project¹ Reference Number:
Invoice(s) Number/Date:
Guarantee Number:

1. Guarantee of Performance

Modified wood with the brand name Accoya® that is produced or sold by Diamond Wood Shanghai Trading Company Limited (“Diamond Wood”) (such product is hereinafter referred to as the “Product”) has the following properties:

1. the Product is modified in accordance with Titan Wood’s proprietary acetylation process;
2. the Product complies with durability class 1, assessed in accordance with BRL 0605 (timber modification standard) and tested in accordance with EN 350-2, EN 113 and ENV 807;
3. the Product can be exposed according to use classes 1, 2, 3 and 4 on the basis of the application demands and rules pursuant to EN 335-1; and

2. Period of the Guarantee

The Guarantee period shall be 50 years when the Product is used in use classes 1, 2 and 3 as defined in EN 335-1². The Guarantee period shall be 25 years when the Product is used in use class 4-as defined in EN 335-1. The Guarantee period starts from the date of delivery of the Product as stated on the invoice.

3. Definition of Damage

The Product has damage (“Damage”) if, as a result of perceptible material or production failure, it is shown that in ordinary usage:

- the Product has been materially damaged by one of the fungi species that are listed in Annex E from EN 113; or
- the volume of swelling or shrinkage is greater than 2.5% during normal use³.

4. Scope of the Guarantee

The Product shall be free from any Damage during the Guarantee Period set forth above. In the event of a breach of such warranty, Diamond Wood shall provide Product to replace the materially damaged Product, together with an allowance for a cash payment to the purchaser (“Purchaser”), provided that the amount of such allowance would be reasonably determined by Diamond Wood as sufficient to offset the associated costs arising from repair of the Product and that the maximum amount of such allowance shall not be greater than three times the originally invoiced price of the Product that is replaced. Claims must be made in writing to Diamond Wood within 60 days after discovery of a suspected Damage, accompanied by the original Certificate of Guarantee and copies of the relevant invoice(s). Diamond Wood reserves the right to inspect the suspected Damage on site prior to any authorization of repair and / or replacement. Failure to follow these procedures may invalidate any claim under this Guarantee.

However, Diamond Wood shall have no obligation to provide any replacement Product or pay any allowance described above in the event that:

1. any use of the Product in the relevant use class that contravenes the requirements set out in EN 335-1 (Note: see also footnote ²);

Certificate of Guarantee (Project)

2. any contact between the Product and liquids that have a pH higher than 9;
3. any Product subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of Diamond Wood; or
4. repair or replacement of the Product shall have been required through normal wear and tear or necessitated in whole or in part by force majeure, or by the fault or negligence of the Purchaser or its installers (for example, not following Diamond Wood's or Titan Wood's "Wood Handling Guide").

6. Geographical Coverage

This Guarantee applies only to the Product that is sold within _____.

Diamond Wood Shanghai Trading Company Limited

Stan J. French
Chief Executive Officer

Invalid unless signed by Stan J. French and chopped by Diamond Wood Shanghai Trading Company Limited

¹ This Guarantee applies exclusively to the material delivered by Diamond Wood under the project reference number specified above and is not transferable.

²For 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 that use class 4 and the 25 year Guarantee shall apply.

³This can only be validated by removal and testing that the shrinkage is greater than 2.5% (from fully soaked to oven dry) by applying Standard Operating Procedure WVS_SHR_049, conducted by an Institution approved in writing by Diamond Wood.