

## **RSTL Warranty & Durability Statement** *(Glulam, CLT & LVL Products – New Zealand)*

### 1. Overview

Red Stag TimberLab Ltd (RSTL) provides structural engineered timber products designed and manufactured in accordance with applicable New Zealand building regulations, including the NZ Building Code (NZBC).

This statement sets out RSTL's standard position on warranty, durability, and responsibility for its products and associated factory-installed components.

### 2. Structural Warranty (Material & Workmanship)

RSTL warrants that its Glulam, CLT, and LVL products will:

- Be manufactured from materials of appropriate quality; and
- Be produced in a good and workmanlike manner in accordance with applicable standards, specifications, and project requirements; and
- Be fit for their intended structural purpose as specified in project documentation

for a period of:

10 years from the Date of Delivery (or as otherwise agreed in writing).

This warranty covers defects in material and workmanship that affect structural performance.

### 3. Durability (NZ Building Code Compliance)

RSTL products are designed to meet the durability requirements of NZBC Clause B2, subject to:

- Correct specification, installation, and maintenance.
- Compliance with RSTL design, handling, storage, and installation guidelines; and
- Use within the intended exposure and service conditions.

Durability performance is not a warranty period, but a function of correct system design, protection, and maintenance over the life of the structure.

### 4. Third-Party Products (Factory Installed)

Where RSTL installs third-party products (including but not limited to brackets, fasteners, coatings, or membranes):

- No material warranty is provided by RSTL for those products.
- All product warranties remain solely with the original manufacturer/supplier.
- RSTL warrants only that installation has been carried out in accordance with manufacturer requirements.

RSTL's involvement does not extend or replace third-party product warranties but is intended to preserve eligibility for those warranties.

### 5. Remedies (Limitation of Liability)

To the extent permitted by New Zealand law:

- RSTL's liability under this warranty is limited to repair or replacement of defective products.
- RSTL shall not be liable for consequential, indirect, or economic loss, including but not limited to loss of use, delay costs, or damage to other property.
- All remedies are subject to reasonable access being provided for inspection and remediation.

### 6. Exclusions

This warranty does not apply to defects, damage, or performance issues arising from:

- Improper handling, storage, installation, or maintenance.
- Use outside the intended design parameters or exposure conditions.
- Modifications or alterations not approved by RSTL.
- Movement, settlement, or interaction with other building elements.

- Moisture ingress, environmental exposure, fire, or events beyond RSTL's control.
- Failure to follow RSTL or third-party supplier guidance.
- Normal wear and tear, aesthetic changes, or natural timber characteristics.

## 7. Conditions

This warranty is conditional upon:

- Compliance with all project documentation and specifications.
- Adherence to RSTL technical guidance and installation requirements.
- Timely notification of defects once identified.
- Proper maintenance of the structure by the owner.

## 8. Defects

### Mass Timber Supply Defect Definition

The following items are considered defects in a prefabricated mass timber Supply Only Agreement:

- Out of tolerance detailing and/or element size that has not occurred due to moisture or loading conditions that exceed the limitation of the manufactured timber.
- Detailing different than that shown on approved for manufacture drawings.
- Omitted detailing that was shown on approved for manufacture drawings.
- Delaminating of any glue bonds that have not occurred due to moisture, loading conditions or surface checking tracking through a glue line.

The following items are not considered defects in a prefabricated mass timber Supply Only Agreement:

- Knots, use of filler in accordance with relevant documented finishing specifications, discoloration, grain irregularities.
- Splitting or checking to the timber surface.
- Mould growth after delivered to site.
- Colouration from treatment chemical.
- Dimensional change and/or twisting, bending or warping after delivery where the product has been supplied in compliance with the drawings and specifications.
- Items that are incorrectly detailed for actual site conditions, but they were detailed in accordance with approved for manufacture drawings.
- Items that don't fit with interfacing components from others, but they were detailed in accordance with approved for manufacture drawings.
- Protective coating systems wearing off different than planned/allowed for.

## 9. Relationship with Contract & Law

- This warranty is in addition to and does not limit any rights under New Zealand law (including the Building Act and Consumer Guarantees Act where applicable);
- Where incorporated into a subcontract or deed (e.g. Schedule 13), this statement is intended to align with those obligations unless expressly varied.

## 10. Project-Specific Variations

Any variation to:

- Warranty period;
- Trigger date; or
- Scope of coverage

must be expressly agreed in writing.