

CV Kharisma Duta Utama of Jl. Mayjen Sungkono No. 53, Prambangan, Kebomas, Gresik 61124 Indonesia (phone 62 31 3972903) ("the Manufacturer"). The Manufacturer warrants with the buyer ("the Buyer") the quality of glue laminated timber products ("Products") in accordance with AS/NZS1328.1:1998 and subject to the following conditions:

1. Such warranty shall be to repair or replace any Products or part of Products which have been manufactured by the Manufacturer and which within fifteen (15) years after the date of delivery ("the Warranty Period") be defective either because of faulty manufacturing or workmanship or the use of defective material on the Manufacturer's part. This warranty is in addition to other rights and remedies under Australian Consumer Law.
2. No liability on the Manufacturer's part shall arise hereunder unless within fourteen days (14) after discovery of the defect the Buyer submits to the Manufacturer via its Distributor, written notice includes pictures describing and showing the alleged defect and such notice is received by the Manufacturer within the Warranty Period. A defect in workmanship or material of any part of the Products shall not alone condemn the entire Products installed and the Manufacturer is only required to repair or replace those parts of the Products that are defective.
3. The Manufacturer shall be entitled by its workmen, servants or agents to enter on the Buyers' premises to inspect the alleged defective Products.
4. The cost of the inspection and labour associated with the removal and replacement of any defective Products (including the cost of travel and accommodation) shall be the responsibility of and at the expense of the Buyer until it is verified by the Manufacturer to be a warranty claim at which time these expenses shall be the responsibility of and at the expense of the Manufacturer.
5. Any liability on the Manufacturer's part shall be conditional on the Products having been handled, stored and installed in accordance with The Glued Laminated Timber Association of Australia ("the GLTAA") by competent experienced trades people and having since the date of delivery/installation been properly used, maintained and serviced in accordance with the GLTAA and properly used for the purpose intended and no repairs, alterations or modifications thereon having been carried out to the Products without the Manufacturer's prior written consent.
6. The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through any or all of the following:
 - (a) Normal wear and tear during the Warranty Period; or,
 - (b) Inadequate or improper maintenance or care of the Products; or,
 - (c) Products that have been installed in an inappropriate or un-tradesman-like manner or installed by un-tradesman-like installers or persons unskilled and/or unqualified in the installation of the Products; or,
 - (d) Natural disasters including but not limited to fire, floods, lightening, earthquakes, hail or hurricane; or,
 - (e) Acts of negligence, accidents or misuse, including but not limited to, vandalism, civil disobedience, or acts of war; or,
 - (f) Acids or harmful chemicals and the like being brought into contact with the Products; or,
 - (g) Discolouration or change in appearance of the Products due to natural or extreme conditions including but not limited to ultraviolet damage and other weather exposure; or,
 - (h) Failure to properly maintain the Products; or
- (i) Structural and/or design modifications after installation of the Products without the Manufacturer's prior written consent (or the written approval from a qualified structural engineer); or
- (j) Additional loads to which the Products are subjected without the Manufacturer's prior written consent (or the written approval from a qualified structural engineer) and/or use of the Products not in accordance with the structural design specifications and/or technical support data of the Products as provided by the Manufacturer; or,
- (k) Long term exposure of the Products to moisture which causes the Equilibrium Moisture Content ("EMC") of the Products or part of the Products to increase over 25% for prolonged periods; or
- (l) Any departure from and/or use outside of the structural design specifications and/or technical support data of the Products as provided by the Manufacturer; or
- (m) Any products or services supplied or provided by a supplier or manufacturer other than the Manufacturer; or
- (n) Any misuse or abuse of structures, fittings or attachments connected to or contained within the structure hosting the Products.
7. If the Buyer is a Consumer (as defined by Section 3 of the Competition and Consumer Act 2010) the Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
8. In the event that the Manufacturer is liable to the Buyer under this warranty for any warranty so given, the Manufacturer's liability is limited to repairing or replacing the Products or part of the Products that do not comply with such warranty and in no case shall the Manufacturer be liable for consequential loss or costs any greater than the price of the Products (or part thereof) that does not comply.
9. The decision to repair or replace Products (or part of the Products) under this Warranty is the sole discretion of the Manufacturer.
10. The Buyer does not rely on any representation, warranty or other term made by or on behalf of the Manufacturer which is not set out in this warranty and the Manufacturer is not liable for any damage, economic loss or loss of profits whether direct, indirect, general, special or consequential arising out of a breach of an implied or expressed term or suffered as a result for negligence of the Manufacturer or its employers or agents, apart from liability as set out in this warranty.
11. The Buyer cannot assign this warranty without the prior written approval of the Manufacturer.
12. All terms which would otherwise be implied are excluded (in the case of any terms that would be implied or incorporated by statute, any such terms are excluded to the extent that they are able to be excluded) except if stated in this warranty.