

CEDARLAND

CEDARLAND ORDERS — TERMS & CONDITIONS LEGAL DOCUMENT

Custom Timber Orders — Terms, Conditions & Disclaimer

This document sets out the terms, conditions, and disclaimers that apply to all custom timber orders placed with Cedarland (“we”, “us”, “our”). By placing an order, paying a deposit, or making payment on an invoice issued by Cedarland, the customer (“you”, “the customer”) acknowledges that they have read, understood, and agree to be bound by these terms.

1. Order Specifications and Customer Responsibility

1.1 The customer is solely responsible for providing accurate and complete specifications for any custom timber order, including but not limited to dimensions, quantities, grade, finish, profile, kiln dried (KD) status, moisture rating, treatment level, and any other specific requirement relevant to the timber's intended end use, including where applicable the requirements of the New Zealand Building Code (Building Regulations 1992) — in particular Clause B2 (Durability) and, for structural applications, Clause B1 (Structure) — and the timber treatment hazard class specified in NZS 3602:2003 Timber and Wood-based Products for Use in Buildings (for example H1.1, H1.2, H3.1, or H3.2).

1.2 Once an order has been confirmed and processing has commenced, changes to specifications may not be able to be accommodated. Where a change is requested and cannot be accepted, no return, refund, or cancellation will be provided on that basis.

1.3 It is the responsibility of the customer, or their builder, architect, project manager, Licensed Building Practitioner, or other representative, to check all details on the invoice prior to payment. An invoice is a legally binding agreement between the customer and Cedarland; Cedarland will process the order exactly as specified on the invoice.

2. Formation of Agreement

2.1 Upon receipt of payment or deposit against an invoice issued by Cedarland, a legally binding agreement is formed between Cedarland and the customer on the basis that the customer has reviewed and approved the invoice in full.

2.2 As custom timber orders are manufactured to the exact specifications set out on the invoice, Cedarland does not accept cancellations or refund requests once payment or deposit has been received.

3. Non-Returnable Custom Orders

3.1 Custom timber orders — being custom cut, machined, or otherwise processed to a customer's specific requirements — are non-returnable once the order has been placed and fulfilled.

4. Timber Grades and Finishes

4.1 Cedarland supplies timber in the following grades and finishes: Clear Grade, STK Grade (Select Tight Knot), Structural Grade, Non-Structural Grade, KD (Kiln Dried), Air Dried, BSF (Bandsawn Finish), Machine Dressed Finish, Profiled, Pre-Stained, Pre-Primed, and Treated.

4.2 It is the customer's responsibility to check their quote or invoice to confirm that any grade or finish they require is recorded on their invoice before a payment or deposit is processed. For example, if the

customer requires their timber at a low moisture rating, KD (Kiln Dried) must be specified on their invoice.

4.3 Under NZS 3602:2003, timber is classified by hazard class according to its intended exposure — for example H1.1 and H1.2 (fully protected from the weather), H3.1 (exposed outdoors, generally non-structural, e.g. fascia and weatherboards), and H3.2 (exposed outdoors in structural applications such as decking, fencing, and pergolas). Naturally durable heartwood species, including Western Red Cedar, may satisfy the durability requirements of NZS 3602:2003 for certain above-ground exterior applications without chemical preservative treatment; suitability depends on sapwood content, exposure category, and whether the application is structural or non-structural. It remains the customer's responsibility, in conjunction with their designer or Building Consent Authority, to confirm the correct grade, species, and treatment (if any) for their specific end use before placing an order.

5. Extra Length Allowance

5.1 Timber orders are commonly supplied with additional length beyond the specified dimension, at Cedarland's discretion and at no additional charge to the customer.

5.2 This allowance exists to provide a margin for minor discrepancies that may occur during installation and is intended for the customer's benefit, on the basis that it is better to be too long than too short. It does not constitute a defect, overcharge, or basis for a claim, dispute, or refund.

6. Installation Guidance

6.1 Pre-drilling is recommended prior to fixing most timber products, to reduce the risk of splitting when screws or nails are driven into the timber.

6.2 Sanding of cut ends, corners, or rough/furry edges or surfaces may be required as part of installation.

6.3 This guidance is provided for the customer's convenience and does not constitute installation instructions or advice, and Cedarland accepts no liability in connection with it. Installation remains the responsibility of the customer or their appointed tradesperson.

7. Natural Variation in Timber

7.1 Timber is a natural product. Minor variations in colour, grain pattern, knot presence, and texture may occur between and within orders.

7.2 Such variations are inherent characteristics of timber and are not considered defects. They are not eligible grounds for return, refund, or compensation.

8. Damage or Defects on Delivery

8.1 Where a custom timber product is received damaged or defective, the customer must document the issue (including photographic evidence) and notify Cedarland as soon as reasonably possible, and in any event within a reasonable time of delivery.

8.2 Cedarland will assess any such claim and determine an appropriate resolution at its discretion, which may include supply of replacement timber.

8.3 This clause does not apply to, and Cedarland accepts no liability for, damage arising from improper handling, storage, installation, or maintenance of the timber after delivery.

9. Building Code and Regulatory Compliance

9.1 Cedarland supplies timber manufactured strictly to the grade, treatment level, finish, and dimensions set out on the customer's invoice.

9.2 It is the responsibility of the customer, or their designer, Licensed Building Practitioner, or Building Consent Authority, to determine and specify the treatment level, grade, species, and moisture content required to comply with the New Zealand Building Code (Building Regulations 1992) under the Building Act 2004 — including Clause B1 (Structure) and Clause B2 (Durability) — and the applicable hazard class under NZS 3602:2003, for the timber's intended end use.

9.3 Cedarland is a timber supplier only and does not act as a designer, Licensed Building Practitioner, or Building Consent Authority, and does not provide producer statements, PS1s, or code-compliance certification in respect of any building into which the timber is incorporated.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, Cedarland accepts no responsibility or liability for damage, loss, or defects arising during or as a result of installation, handling, storage, maintenance, or subsequent use of the timber by the customer or any third party.

10.2 Nothing in this document is intended to exclude, restrict, or modify any right or remedy available to the customer under the Consumer Guarantees Act 1993 (including, where timber is acquired for business purposes, the parties' ability under section 43 of that Act to agree in writing to contract out of its guarantees, to the extent it is fair and reasonable to do so), the Fair Trading Act 1986 (including section 9, which prohibits conduct in trade that is misleading or deceptive or likely to mislead or deceive), the Contract and Commercial Law Act 2017 (which sets out implied terms as to description, quality, and fitness for particular purpose in contracts for the sale of goods), the Building Act 2004, or any other applicable New Zealand legislation that cannot lawfully be excluded, to the extent such legislation applies.

11. Acceptance

11.1 Placing an order, providing specifications, and/or making payment of a deposit or invoice constitutes acceptance of these terms in full.

11.2 These terms apply to all custom timber orders unless varied by express written agreement signed by an authorised representative of Cedarland.