

Lifetime Limited Warranty

Covering your use of Wolmanized EraWood™ lumber for as long as you own your home or farm

When used in an out-of-ground application and in conjunction with a residential or agricultural structure located in the United States of America, then subject to the conditions contained in this Warranty, your Wolmanized EraWood™ lumber is warranted against such damage by termites or fungal decay as would make the lumber structurally unfit for the applications for which it was intended.

This warranty is good from the date of purchase for as long as you own the property on which your new Wolmanized EraWood™ lumber structures are built.

This warranty is applicable to the original purchaser and property owner only, and is not transferable to any other property owner. The original consumer purchaser will be entitled to be reimbursed for the actual, reasonable cost of new Wolmanized EraWood™ lumber which is purchased to replace wood which was made structurally unfit by damage due to termites or fungal decay. To obtain the necessary prior approval for, and make arrangements for, this reimbursement, the original owner must send sufficient warranty labels, along with the original purchase invoice, showing that a sufficient amount of Wolmanized EraWood™ lumber was originally purchased to cover the number of board feet claimed to be damaged, to the Warrantor, at:

Wolmanized EraWood™ Lumber
Warranty Claim Administrator
Arch Treatment Technologies, Inc.
5660 New Northside Dr., Suite 1100
Atlanta, GA 30328

When making any warranty claim you may be required to send photographs and pieces of damaged wood. In addition, at the Warrantor's request, the Warrantor and its representatives and agents must be permitted to inspect and test the damaged structure.

Warrantor shall not be liable hereunder for damage to Wolmanized EraWood™ lumber resulting from any cause other than termites or fungal decay, or for any damage to wood which has been used in a structure outside of the U.S.; used in the ground or in fresh or salt water; used for commercial or industrial projects; used in commonly owned property and structures such as condominiums; or used for an application or in a way that is not consistent with the end use identified on its original label or stamp.

Warrantor shall not be liable for any installation, repair, construction, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, or twist. To the maximum extent permitted by applicable law, in no event shall Warrantor be responsible for any direct, indirect, incidental, consequential or financial damages or expenses of any kind whatsoever, howsoever caused (whether or not due to any deficiency or negligence in manufacturing, and whether or not relating to loss, damage, death or injury) arising out of or relating to your purchase or use of Wolmanized EraWood™ lumber.

For hem-fir, Douglas fir, and western hemlock of any dimension, and for other species with a nominal thickness greater than six inches, this warranty is null and void unless all cuts and injuries in the treated wood, including but not limited to cut ends and bore holes, were properly coated at the time of construction with two saturating brush coats of a suitable wood preservative. Suitable wood preservatives contain a minimum of 0.675% copper as oxine copper (copper-8 or copper-8-quinolinolate), 1% copper as copper naphthenate, or 2% zinc as zinc naphthenate. Proof of purchase of the preservative is also required. Hem-fir, Douglas fir, and western hemlock are covered by this warranty only when used in the states of Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon,

Utah, Washington, Wyoming, and Hawaii (except for unincised decking which is specifically not warranted by Warrantor in Hawaii).

BY PURCHASING WOLMANIZED ERAWOOD™ LUMBER, YOU ACCEPT THE TERMS OF THIS WARRANTY AND HEREBY ACKNOWLEDGE AND AGREE THAT THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY WARRANTOR WITH RESPECT TO WOLMANIZED ERAWOOD™ LUMBER AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, PROMISES OR COMMITMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Wolmanized EraWood™ lumber, including but not limited to personal injury, damage to property or lost profits. **Only the Warrantor is liable under this Limited Warranty and the directors, officers, employees and agents shall have no liability of any kind to you or to others with respect to your purchase or use of Wolmanized EraWood™ lumber.**

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.