

Wolmanized® Permanent Wood Foundation Lumber and Plywood (Single Family Residential Buildings Only) 75-Year Limited Warranty

1. Warranty. Wolmanized Permanent Wood Foundation (“PWF”) Lumber and Plywood, when used in the construction of the foundation of a single-family residential building, are warranted by Arch Wood Protection, Inc. (“Arch”) against damage by termites or fungal decay which makes the wood foundation structurally unfit for its intended use.

2. Duration and Transferability. This warranty is good for a period of seventy-five (75) years from the date of purchase and covers the original purchaser of the Wolmanized PWF Lumber or Plywood and anyone else who owns the residential building constructed with the Wolmanized PWF Lumber or Plywood during the warranty period.

3. What this Warranty Covers. In the event of a valid warranty claim, Arch will provide new Wolmanized PWF Lumber or Plywood in exchange for the termite damaged or fungal decayed Wolmanized PWF Lumber or Plywood.

4. What this Warranty Does Not Cover. Arch shall not be liable in any way whatsoever except as expressly set out in Section 3 of this warranty. By way of example, but not limitation, this warranty does not cover and Arch shall not be liable for:

- (a) any damage to Wolmanized PWF Lumber or Plywood which is used for any nonfoundation use;
- (b) any damage to Wolmanized PWF Lumber or Plywood caused by the natural characteristic of wood to twist, warp, shrink, swell, delaminate or split;
- (c) any damage to Wolmanized PWF Lumber or Plywood outside of the United States;
- (d) any damage to Wolmanized PWF Lumber or Plywood resulting from any cause other than fungal decay or termite attack, including damage or discoloration from mold or mildew;
- (e) the cost of or any damage resulting from the removal of any fungal decayed or termite destroyed Wolmanized PWF Lumber or Plywood;
- (f) the cost of delivering or installing the replacement Wolmanized PWF Lumber or Plywood;

(g) any punitive, exemplary or aggravated damages;

(h) any damage for failure to realize expected savings, loss of use or lack of availability; or

(i) any direct, indirect, incidental, consequential or special damages.

In no event shall Arch or any of its officers, directors, employees and agents be liable for any damage whatsoever where Sections 5 and 6 hereof have not been strictly complied with.

5. Warranty Conditions. This warranty is valid only if:

(a) all of the purchased Wolmanized PWF Lumber and Plywood is pressure-treated in accordance with the American Wood-Preservers’ Association Standard U1, Commodity Specification A, section 4.2 and bears the mark of an inspection agency accredited by the American Lumber Standards Committee for supervisory and lot inspection of pressure-treated wood products;

(b) all pressure-treated wood in the foundation is Wolmanized PWF Lumber or Plywood;

(c) the residential building constructed with the Wolmanized PWF lumber or plywood foundation is built in accordance with the Technical Report #7 – The Permanent Wood Foundation System (American Forest & Paper Association) and either the model building code adopted by the local jurisdiction (if any) or the International Residential Code for One- and Two-Family Dwellings; and

(d) the Wolmanized PWF Lumber and Plywood is used in the construction of a residential building foundation located in the United States.

6. Cross-Cutting. If Wolmanized PWF Lumber or Plywood is cut, then this warranty will be valid only if two coats of end cut preservative containing a minimum of 2% copper metal have been applied to all of the cut ends of the Wolmanized PWF Lumber or Plywood.

7. Hardware. If any of the fasteners and connectors are not stainless steel, the warranty is invalid.

8. How to Make Claims. All warranty claims must be made in writing to Arch prior to the lapse of the warranty period.

Arch’s present address is:

Attn: Customer Service Administrator
Arch Wood Protection, Inc.
5660 New Northside Drive NW, Suite 1100
Smyrna, GA 30328

All claims must be accompanied with the original purchase invoice showing the date of purchase and showing that sufficient Wolmanized PWF Lumber and Plywood have been purchased to cover the amount of material claimed to be damaged, and proof of purchase of end cut preservative for all cross-cuts as required by Section 6. At Arch’s request, Arch and its representatives and agents must be permitted to inspect and test the damaged foundation to confirm among other things, that the requirements set out in Section 5 and 6 hereof have been met and that the damaged foundation has been constructed of Wolmanized PWF Lumber or Plywood as indicated by treatment stamps affixed to the wood, or, if applicable, warranty labels that were removed from the purchased wood.

9. Implied Warranties. Nothing in this limited warranty is intended to, or shall change the duration of any implied warranties, or shall give purchaser any implied warranties he would not otherwise have, extend the same beyond their customary duration, or make Arch liable for any implied warranties that it would not be liable for if this limited warranty had not been given. To the extent permitted by law, ARCH DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. State Laws. Some states do not allow limitations on how long any 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. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.