

Dricon® Fire Retardant Treated Wood Limited Warranty

1. **Warranty.** Lonza manufacturers Dricon®, a fire-retardant chemical, and sells Dricon® to certain Lonza licensees for the manufacture and sale of Dricon FRTW. Lonza warrants to the Owner, on the terms contained in this Warranty, that Dricon FRTW will not experience Structural Failure during the Warranty Period.

2. **Definitions.** For the purposes of this Warranty, the following terms are defined:

- A. **AWPA** means the American Wood Protection Association.
- B. **Dricon FRTW** means plywood and other wood products properly treated with Lonza's Dricon® fire retardant product and used in the construction of a structure built within the continental United States.
- C. **Heat Degrade** means a reduction in strength of the Dricon FRTW below Lonza's published strength properties due to humidity or heat.
- D. **Lonza** means Arch Wood Protection, Inc., a Lonza company.
- E. **Owner** means the owner of a structure containing structural elements made of Dricon FRTW used in accordance with the standards and design criteria described in Section 6.
- F. **Structural Failure** means Dricon FRTW covered under this Warranty that experiences a reduction in strength below the strength properties published in ESR-1626 due to: (a) humidity or heat; or (b) damage caused by Formosan termite attack, subterranean termite attack, or fungal decay.
- G. **Termite or Decay Damage** means damage caused by Formosan termite attack, subterranean termite attack, or fungal decay, to the extent such Dricon FRTW can no longer perform the structural function for which it was originally intended.
- H. **Warranty** has the meaning set forth in Section 4(A).
- I. **Warranty Period** means a period of forty (40) years from the date of Dricon FRTW purchase.

3. **Duration and Transferability.** This Warranty begins on the date of purchase and continues for the duration of the Warranty Period, so long as the Dricon FRTW remains in its original place within a structure or until such time as this Warranty becomes otherwise void pursuant to the terms herein. This Warranty is non-transferable and applies solely to the original Owner of a structure at the time the Dricon FRTW is installed.

4. **What This Warranty Provides.** Subject to the limitations and conditions contained herein, Lonza will: (A) in the event of Heat Degrade, refund to Owner an amount equal to the original cost of the damaged portion of the structure incorporating Dricon FRTW or will repair such damage; and (B) in the event of Termite or Decay Damage, provide new Dricon FRTW in exchange for the damaged material or payment in lieu of replacement Dricon FRTW, at Lonza's sole discretion (the "Warranty"). The foregoing are Owner's exclusive remedies. In the event of Termite or Decay Damage, Lonza is not responsible for costs of labor or any other costs associated with repair, removal, or disposal of damaged wood or the delivery, handling, installation, construction, repair, applicable taxes, or similar costs of replacement Dricon FRTW.

5. Limitations of Liability.

- A. Excluded damages and costs include, but are not limited to,

other damage to the structure or other structures, loss of use of the structure, or any direct, indirect, incidental, consequential, or special damages, punitive, exemplary or aggravated damages, failures to realize expected savings, whether based in contract, in tort or otherwise, and, except as otherwise provided herein, any other installation or reinstallation costs for the failed or new Dricon FRTW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH EVENT THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

B. THIS WARRANTY IS THE ONLY WARRANTY MADE TO OWNER WITH RESPECT TO DRICON FRTW AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. LONZA MAKES NO OTHER WARRANTY TO OWNER, EXPRESS OR IMPLIED WITH RESPECT TO DRICON FRTW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OWNER SHALL NOT ASSERT ANY CLAIM OR BRING ANY ACTION AGAINST ANY ENTITY IN THE CHAIN OF COMMERCE ASSOCIATED WITH THE TREATMENT OR DISTRIBUTION OF DRICON FRTW, AS LONG AS SUCH CLAIM OR ACTION IS COVERED BY THE TERMS OF THIS WARRANTY. IF APPLICABLE LAW PROHIBITS THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF SUCH WARRANTIES SHALL BE NO LONGER THAN THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, IN WHICH EVENT THE ABOVE LIMITATION MAY NOT APPLY. Only Lonza is liable under this Warranty and its directors, officers, employees, affiliates, and agents have no liability to Owners or to others with respect to the purchase or use of Dricon FRTW.

C. This Warranty provides Owners with specific legal rights. Owners may have other rights, which vary from state to state.

6. **Conditions.** Lonza has no liability to Owner in any way whatsoever except as expressly set out in this Warranty. This Warranty does not apply if any of the following conditions are not met:

- A. This Warranty only applies to Dricon FRTW that experiences Structural Failure. Dricon FRTW that has not experienced Structural Failure, but that is part of a structure in which certain other Dricon FRTW has experienced Structural Failure, is not covered by this Warranty.
- B. Dricon FRTW must be: (1) properly identified by the quality mark of an approved agency; (2) marketed as Dricon® Fire Retardant Treated Wood or Dricon® FRTW in accordance with Lonza's marketing guidelines; and (3) handled, stored, and installed in accordance with the Lonza literature current at the time of purchase.
- C. Lonza is not liable for damage or costs related to Dricon FRTW: (1) used in an unprotected exterior environment; or (2) used in any other Use Category higher than AWPA UC2 (protected from weather but may be subject to sources of moisture).
- D. The building design and construction must meet all applicable laws and building codes, or if no building codes apply, the International One and Two Family Dwelling Code or the International Building Code in effect at the time of construction, and must be approved by the building code authority having jurisdiction over the structure.

E. If used in a roofing application, then the Dricon FRTW must:

- (1) be designed in accordance with the American Forest & Paper Association's National Design Specification and the APA's Engineered Wood Association's Plywood Design Standard;
- (2) be engineered utilizing the current Dricon FRTW Application Guide, and industry standard design practices incorporating appropriate safety margins;
- (3) be a minimum 7/16" thick with a minimum of (4) plies; and

F. This Warranty does not cover Dricon FRTW that experiences damage or strength reduction that is attributable to the negligence or wrongful act or omission of any builder, developer, contractor or any other party than Lonza, abnormal conditions, delamination, poor quality lumber and plywood, abuse or poor design, roof leaks or other causes other than Head Degrade or Termite or Decay Damage.

G. For any claims related to alleged Formosan termite attack or subterranean termite attack the structure must be inspected at least once every five (5) years during the Warranty Period by a licensed pest control company with remedial work being performed as needed or recommended by the licensed pest control company. Proof of service receipt is required. All termite treatments must be made with an EPA registered termiticide approved for soil treatment done in accordance with product label recommendations for such treatment.

7. **How to Make Claims.** All warranty claims must be made in writing to Lonza prior to the lapse of the Warranty Period. To make a claim:

- A. Owner shall notify Lonza of the Structural Failure as soon as reasonably possible.
- B. As requested by Lonza, Owner must, at Owner's expense, remove suspect material and send it to Lonza's customer service department for identification testing.
- C. Owner must send a "list of materials" showing the date of purchase and receipts showing sufficient Dricon FRTW was purchased at the time of building to cover the amount of material subject to the Warranty claim to:

Arch Wood Protection, Inc.
Warranty Claims Administrator
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004

8. **Testing.** Lonza, in its sole discretion, may arrange for an independent testing agency to conduct tests of the Dricon FRTW in accordance with appropriate industry testing standards (including ASTM D 143 and D 1037). If requested, samples of the affected Dricon FRTW must be sent to Lonza along with proof that the material was in fact Dricon FRTW. Owner shall permit Lonza or its testing agency access to the structure to inspect the Dricon FRTW and take additional samples if requested.

8. **Applicable Law.** This Warranty is governed by the laws of the State of Georgia, without regard to principles of conflicts of laws.