FrameGuard® and FrameGuard® Total™ Treated Wood Limited 20-Year Warranty

What is covered by this Limited Warranty?
Subject to the definitions, terms and conditions set forth in this Limited Warranty, Arch Wood Protection, Inc. ("Warrantor") warrants to Qualified Owners (defined below) FrameGuard® and FrameGuard® TotalTM Treated Wood ("Treated Wood") against mold and damage caused by termites or fungal decay.

FrameGuard® TotalTM Treated Wood must be used in regions where there is any known or potential Formosan Termiticide (Coptotermes formosanus) activity because FrameGuard® Treated Wood is not warranted against damage from Formosan Termites. Applicable states with reported Formosan termite activity include Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas and California.

Treated Wood is warranted to remain free from surface molds (other than stains in the wood such as blue stain) as follows:
(1) Prior to use or installation, for a period of 180 days following the date on which the FrameGuard coating was applied as evidenced by a written statement or marking on the Treated Wood;
(2) When purchased from a licensed FrameGuard® producer (for a list of authorized producers, visit www.frameguardwood.com), for a period of 360 days, following the earliest date on which the first Qualified Owner either took title to or accepted delivery of such Treated Wood and in either case as evidenced by a written receipt or invoice for the purchased product;
(3) For a period of 20 years following installation, provided that the structure is a Permitted Application.

Treated Wood is warranted for a period of 20 years against damage from decayfungi that would make the wood structurally unfit for the intended application, provided that: (i) the structure is a Permitted Application and was Properly Installed; FrameGuard® Treated Wood is warranted for a period of 20 years against damage from termites (except for Formosan termites) that would make the Treated Wood structurally unfit for the intended application, provided that the structure is a Permitted Application, was Properly Installed and was Properly Maintained during the warranty period.

FrameGuard® Total Treated Wood is warranted for a period of 20 years against damage from termites (including Formosan termites) that would make the Treated Wood structurally unfit for the intended application, provided that the structure is a Permitted Application, was Properly Installed and was Properly Maintained during the warranty period. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Who is Covered by this Warranty?
A "Qualified Owner" under this warranty is (a) any person that purchases and installs Treated Wood in a Permitted Application, (b) the original legal owner of the structure in which such Treated Wood is Properly Installed, and (c) each person who takes legal title of such structure prior to the 20th anniversary of the installation.

Permitted Applications
To be covered by this Limited Warranty the Treated Wood must be used in a "Permitted Application," which means:
(A) Structures must be constructed (i) within the continental United States, (ii) in accordance with all applicable building codes and inspected and certified for compliance by a local building code official and (iii) constructed with a treated wood sill plate made of wood pressure treated in accordance with American Wood Protection Association Standard U1 or a valid ICC ES Evaluation Report installed between the foundation and all framing.
(B) Treated Wood must be used in above-ground locations that are not intended to be exposed to liquids or water (based on architectural drawings or building plans) and that are in fact, continuously protected from exposure to precipitation or other sources of water.

What is Excluded under this Limited Warranty?
This Limited Warranty does NOT cover and is NOT APPLICABLE to damage of Treated Wood when any of the following conditions apply:
(1) The Treated Wood was exposed to moisture or wetting after installation;
(2) The Treated Wood was not Properly Installed in a Permitted Application;
(3) The Treated Wood was not Properly Maintained on a continuous basis after installation;
(4) The claimed damage is due to warping, natural shrinkage or natural or man-made defects in the Treated Wood;
(5) The claimed damage is due to improper or improper storage, handling, installation, or maintenance;
(6) The claimed damage is due to any disturbance of soil subsequent to pretreatment (if pretreatment was applied to soil), (i) any improper or incorrectly performed alteration to the structure made after the original installation of the Treated Wood and/or (ii) failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (ii) any physical disturbance of soil subsequent to pretreatment (if pretreatment was applied to soil); or (i) any improper or incorrectly performed alteration to the structure made after the original installation of the Treated Wood and/or (ii) failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (iii) any ИТС of soil such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena.

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(2) When purchased from a licensed FrameGuard® producer (for a list of authorized producers, visit www.frameguardwood.com), for a period of 360 days, following the earliest date on which the first Qualified Owner either took title to or accepted delivery of such Treated Wood and in either case as evidenced by a written receipt or invoice for the purchased product;
(3) For a period of 20 years following installation, provided that the structure is a Permitted Application.

Proper Installation
To be covered by the 20 year warranty against damage from decay and termites, Treated Wood must be "Properly Installed" which means:
(A) The structure containing the Treated Wood must be inspected once a year by a licensed pest control operator;
(B) The Treated Wood was not Properly Installed in a Permitted Application;
(C) The structure containing the Treated Wood must be "Properly Maintained," which means:
(1) The claimed damage is covered by a termite bond or warranty by a pest control company.
(2) The structure containing the Treated Wood must be inspected once a year by a licensed pest control operator.
(3) The treated wood must be pretreated for protection against termites by application of an EPA-registered chemical termicide (i) at the time of construction, (ii) by a licensed pest control operator, (iii) in accordance with the termiticide product label instructions for pretreatment against termites and (iv) in accordance with all applicable state or local laws and building code requirements. Such treatment may include either treatment of the soil or framing.

Proper Maintenance for Termites Warranty
To be covered by the 20 year warranty against damage from termites, the structure containing the Treated Wood must be "Properly Maintained," which means:
(A) The structure containing the Treated Wood must be inspected once a year by a licensed pest control operator;
(B) The claimed damage is covered by a termite bond or warranty by a pest control company.
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(B) Treated Wood must be used in above-ground locations that are not intended to be exposed to liquids or water (based on architectural drawings or building plans) and that are in fact, continuously protected from exposure to precipitation or other sources of water.