

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® Total™ Treated Wood ("Treated Wood") against mold and damage caused by termites or fungal decay.

FrameGuard® Total™ Treated Wood must be used in regions where there is any known or potential Formosan Termite (*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 180 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 decay fungi that would make the wood structurally unfit for the intended application, provided that 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 Treated Wood Products are Covered?

Treated Wood covered by this warranty includes solid or engineered wood or wood-based products used for interior framing that has been properly treated by a licensee of Warrantor using FrameGuard® or FrameGuard® Total™ wood preservative treatment chemicals in conformity with the FrameGuard® Manual of Standard Practice and applicable FrameGuard Specifications. Structural Insulated Panels (SIPs) shall be considered Treated Wood covered by this Limited Warranty only if the SIP is manufactured by a licensed producer of Warrantor using a termiticidal treated foam. A listing of FrameGuard® licensed producers, including those authorized to produce SIPs, is available at www.frameguardwood.com.

Proper Installation

To be covered by the 20 year warranty against damage from decay and termites, Treated Wood must be "Properly Installed" which means: Buildings constructed with Treated Wood must be pretreated for protection against termites by application of an EPA-registered chemical termiticide (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 Termite 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 Qualified Owner shall obtain and keep in force throughout the warranty period a termite damage bond or warranty from a reputable pest control company which provides for retreatment and repair of any structural damage by the pest control company.
- (C) Upon discovery of termite damage during an inspection, any retreatment or repair of damage recommended by the pest control company must be completed in a timely manner.

Limited Warranty Exclusions

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 Treated Wood was subject to misuse or improper handling, storage, installation, or maintenance;
- (5) The claimed damage is covered by a termite bond or warranty by a pest control operator or pretreatment manufacturer. Coverage under such termite bond or warranty must be fully exploited prior to receiving any remedy under this Limited Warranty; or
- (6) The claimed damage resulted in whole or in part from any of the following: (i) any physical disturbance of soil subsequent to pretreatment (if pretreatment was applied to soil); (ii) any improper or incorrectly performed alteration to the structure made after the original installation of the Treated Wood and/or failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (iii) any acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena.

This Limited Warranty does not cover any costs associated with removal or disposal of the damaged Treated Wood or the transport, handling, delivery or installation of the replacement Treated Wood.

Exclusion of Implied Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO TREATED WOOD AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. WARRANTOR SPECIFICALLY DISCLAIMS ANY IMPLIED 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, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE CONSUMER LAW. NOTHING IN THIS LIMITED WARRANTY IS INTENDED TO CREATE ANY IMPLIED WARRANTIES, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION, OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN.

Limitation of Liability

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Treated Wood, including but not limited to personal injury, damage to property or lost profits. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

Warrantor's obligation under this Limited Warranty shall not exceed the lesser of the value of Treated Wood subject to the warranty claim shown on the purchase invoice or an aggregate value of \$5,000.

Remedies

With respect to any Treated Wood that fails to conform to the warranties set forth herein, the Qualified Owner's sole and exclusive remedy and Warrantor's sole and exclusive liability will be for remediation, replacement or reimbursement, at Warrantor's option, of such nonconforming Treated Wood, and under no circumstances will Warrantor be liable for construction, repair, or other costs related to replacement of any nonconforming Treated Wood.

How to Make a Claim

To make a claim under this Limited Warranty, the Qualified Owner must notify Warrantor in writing within thirty (30) days after discovery of any failure of Treated Wood to conform to this Warranty and before beginning any permanent repairs. The claim must include the date the Treated Wood was coated, the treating company name, the date of installation, a description of the nature of the damage, the quantity and type of damaged Treated Wood and photos depicting the damage.

For termite claims, the Qualified Owner must also document the dates of the termite pretreatment application and annual inspections, a valid termite warranty or bond and the date of any subsequent termite inspections, treatments, and remedial work. This can be done by retaining records such as: invoices and receipts, building permits, contractor and service billings, service contracts, pretreatment certificates and pest control inspection reports.

The claim must be mailed to

Arch Wood Protection, Inc.
Attn: Customer Service Manager
1200 Bluegrass Lakes Parkway
Alpharetta, GA 30004

Upon reasonable notice, the Qualified Owner must allow Warrantor's agents to enter the property and building and inspect the claimed Treated Wood. If the inspection does not reveal that any Treated Wood failed to conform to this Limited Warranty the Qualified Owner assumes responsibility for a reasonable service and travel charge as billed by Warrantor for inspection of the structure.

Warrantor will perform its obligations under this warranty, if any, within ninety (90) days of receiving complete information from Qualified Owner.