

Wolmanized® Residential Outdoor® Wood Limited Warranty

This is your limited warranty certificate (“Warranty”) covering your use of Wolmanized® Residential Outdoor® Wood (herein known as Wolmanized® Wood) for as long as you own your home or farm.

You must attach receipt and labels for this Warranty to be valid. When used as part of a residential or agricultural structure located in Canada, subject to the conditions contained in this Warranty, your Wolmanized® Wood is warranted against damage caused by termites or fungal decay, which make the lumber unfit for the applications for which it was intended. The Wolmanized® Wood is only intended to be used in an application consistent with the end use identified on its label or stamp (“Permitted Use”).

This Warranty is good from the date of purchase for as long as you own the property on which your new Wolmanized® Wood structures are built. This Warranty is not transferable. The original consumer purchaser will be entitled to receive new Wolmanized® Wood in exchange for wood damaged by termites or fungal decay. For this Warranty to apply, the original consumer purchaser must be the end user of the Residential Outdoor® Wood, and must be an individual (i.e. this Warranty is not applicable to corporations).

To make arrangements for exchange of Wolmanized® Wood, the original consumer purchaser must send sufficient Warranty labels, along with the original purchase invoice, showing the date of purchase and showing that a sufficient amount of Wolmanized® Wood has been purchased to cover the number of board feet claimed to be damaged. If Wolmanized® Wood was purchased for more than one Permitted Use (e.g., Above Ground and Ground Contact Wolmanized® Wood), the original consumer purchaser must provide end tags for each type of Permitted Use.

Such Wolmanized® Wood should be sent to warrantor at:

Wolmanized® Residential Outdoor® Wood Warranty
Arch Wood Protection Canada Corp.
2000 Argenta Road, Plaza 4, Suite 320
Mississauga, Ontario L5N 1V9
1-800-387-8349
In Toronto: 905-826-9648

When making any Warranty claim, you may be required to send photographs and pieces of damaged Wolmanized® 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 and Wolmanized® Wood.

Warrantor shall not be liable under this Warranty for damage to Wolmanized® Wood used (i) in foundation systems or in framing (such as the Permanent Wood Foundation, piling, or post frame type construction using round poles or heavy timbers); (ii) in swimming pool sidewalls, (iii) as fence posts, vineyard stakes or tree supports in agricultural applications; (iv) immersed in salt water, (v) for commercial or industrial projects, (vi) in commonly owned property such as condominiums, or cooperatives that are owned in common with others, (vii) for an application or in a way that is not consistent with the end use identified on its label or stamp; or (viii) damage that does not render Wolmanized® Wood structurally unfit for Permitted Uses.

The only obligation of the warrantor under this Warranty is to provide Wolmanized® Wood replacing the Wolmanized® Wood damaged or destroyed by termite or fungal decay. This Warranty does not cover Wolmanized® Wood damaged due to any other reason other than termites or fungal decay. Warrantor shall not be liable for any installation or reinstallation costs, or for the natural characteristic of some wood to split, warp, or twist, or for any direct, indirect, incidental or consequential damages of any kind whatsoever or howsoever caused (regardless of whether due to any deficiency or negligence in the manufacturing of the

Wolmanized® Wood). To the extent permitted by applicable law, Warrantor has no further liabilities or obligations whether in contract, tort statutory or otherwise, except as expressly stated herein.

This Warranty extends only to Wolmanized® Wood products pressure treated with copper azole preservative to required retention levels for ABOVE GROUND DECKING, ABOVE GROUND GENERAL USE, and GROUND CONTACT Permitted Uses and used in residential or agricultural applications allowed by this Warranty. All Wolmanized® Wood products pressure treated with copper azole preservative must be treated in accordance with Arch Wood Protection standards.

Any crosscutting of Wolmanized® Wood will invalidate this Warranty. In the event that Wolmanized® Wood is cut, Warrantor will not be liable hereunder unless two coats of an end cut preservative (containing a minimum of 1% copper) are applied to any cut ends. Proof of purchase of the end cut preservative must be retained and provided to the Warrantor on request as well as confirmation of its application to cut ends.

By purchasing Wolmanized® Residential Outdoor® Wood you accept this Warranty and hereby acknowledge that this Warranty replaces all other representations, warranties, guarantees, terms, covenants, agreements, promises, commitments, duties of care or conditions (“Representations”), expressed or implied, statutory or otherwise, including, without limitation, any warranty of merchantability or fitness for a particular purpose, quality or suitability, and there are no other Representations whatsoever with respect to Wolmanized® Wood except the specific warranty given hereunder. Only the Warrantor is liable under this limited warranty and its 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® Wood.