

Limited Warranty: FrameGuard® Treated Wood Framing Components

1. Limited Warranty.

a. Subject to the definitions, terms and conditions set forth below in this Limited Warranty, Arch Wood Protection, Inc. ("Warrantor") warrants to each Qualified Owner¹ that each FrameGuard® treated wood Component² will (i) prior to use or installation, remain free of Mold³ for a period of 180 days following the Date of Treatment⁴, (ii) when Properly Installed⁵ in a Qualifying Structure⁶, remain free of Mold for a period of 20 years following the Date of Installation⁷ provided that the Qualifying Structure in which such Component is Properly Installed is Properly Maintained⁸ continuously during such 20-year period, (iii) when Properly Installed in a Qualifying Structure, remain free of Structural Damage⁹ resulting from termites (other than the Formosan termite (*Coptotermes formosanus*)) or decay fungi for a period of 20 years following the Date of Installation provided that the Qualifying Structure in which such Component is Properly Installed is Properly Maintained continuously during such 20-year period. Subject to the definitions, terms and conditions set forth below in this Limited Warranty, Warrantor further warrants to each Qualified Owner that each FrameGuard® treated wood Component purchased for installation from a FrameGuard® Authorized Dealer¹⁰ will, prior to installation, remain free of Mold³ for a period of 180 days following the Date of Purchase.¹¹

¹ "Qualified Owner" means with respect to a Component, (a) any person that purchases such Component for installation by such person in a Qualifying Structure, (b) the original legal owner of the Qualified Structure in which such Component is Properly Installed, and (c) each person who takes legal title to such Qualifying Structure prior to the 20th anniversary of the Date of Installation.

² "Component" means any truss, lumber, plywood, oriented strand board (OSB) (if used as flooring or sheathing), wood I-beam, structural insulated panel (SIP), parallel strand lumber (PSL), laminated veneer lumber (LVL), or other wood product intended for use in interior framing that has been properly treated by a licensee of Warrantor using FrameGuard® wood preservative treatment chemicals in conformity with the FrameGuard® Manual of Standard Practice (as in effect at the time of such treatment). OSB incorporated in a SIP shall be considered a "Component" covered by this Limited Warranty only if the SIP is manufactured by an authorized licensee of Warrantor. A listing of FrameGuard® licensees authorized to produce SIPs is available at www.frameguardwood.com.

³ "Mold" means filamentous fungi in the phylum Zygomycota other than staining fungi (such as blue stain).

⁴ "Date of Treatment" means, with respect to any Component, the date on which the FrameGuard® coating was applied thereto as evidenced by a written statement or marking on the Component.

⁵ "Properly Installed" means, with respect to a Component, that such Component was installed (a) in accordance with all applicable building codes, and (b) within a Qualifying Structure, in an above-ground location that is not intended (based on architectural drawings or building plans) to become exposed to water or other liquids at any time during the occupancy of such Qualifying Structure and that is in fact continuously protected from actual or potential exposure to precipitation beginning not later than 180 days following the Date of Treatment of such Component.

⁶ "Qualifying Structure" means a building (a) constructed within the continental United States in accordance with all applicable building codes (and inspected and certified as to such compliance by a local building code official); (b) constructed with a sill plate made of wood pressure treated in accordance with American Wood Protection Association Standard UC2 (as amended or replaced as of the date of installation) installed between the foundation and all framing; and (c) pretreated against termites with an EPA-registered termiticide applied (i) prior to installation of any Component, (ii) by a pest control operator licensed to perform such work in the state in which such building is located, and (iii) in accordance with all label recommendations applicable to pretreatment against termites and all applicable state and local building code requirements. With respect to sill plate construction, Warrantor recommends the use of SillBor® Borate Pressure Treated

Wood. With respect to pretreatment against termites, Warrantor recommends the use of Bora-Care® termiticide (if it is an acceptable pretreatment under applicable building codes). Use of SillBor® Borate Pressure Treated Wood and/or Bora-Care® termiticide, however, is not required provided that substitutes meeting the above standards are used.

⁷ "Date of Installation" with respect to a Component means the date on which such Component is Properly Installed.

⁸ "Properly Maintained" with respect to a Qualifying Structure means that (a) such Qualifying Structure is inspected for the presence of termites not less than once per year by a certified pest control operator licensed in the state where such Qualifying Structure is located, provided, however, that such inspections shall not be required in Washington, Idaho, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin, Michigan, Vermont, New Hampshire and Maine; and (b) all treatment and remedial work recommended by any pest control operator performing an inspection of the Qualifying Structure, and any other repairs required to prevent any accumulation of moisture or repetitive wetting of Components, is performed in a timely manner.

⁹ "Structural Damage" means damage to a Component which renders such Component incapable of structurally performing the intended function of such Component.

¹⁰ "FrameGuard® Authorized Dealer" means a commercial wholesale or retail seller of Components that has agreed with Warrantor to maintain its inventory of Components in accordance with Warrantor's storage and handling guidelines. A listing of FrameGuard® Authorized Dealers is available at www.frameguardwood.com.

¹¹ "Date of Purchase" means, with respect to any Component, the date on which the first Qualified Owner of such Component either took title to such Component or accepted delivery of such Component, whichever occurred first, and in either case as evidenced by a written receipt or invoice relating to the purchase thereof.

* "Bora-Care®" is a registered trademark of Nisus Corporation.

b. This Limited Warranty DOES NOT apply to or cover:

- (i) Damage to any Component that has been exposed to any accumulation of moisture or repetitive wetting after its Date of Installation;
- (ii) Damage to any Component that has not been Properly Installed in a Qualifying Structure (as such terms are defined in Section 1 above);
- (iii) Damage to any Component installed in any structure that has not been Properly Maintained (as defined in Section 1 above) continuously from and after the Date of Installation (as defined in Section 1 above) of such Component;
- (iv) Damage covered by any termite bond relating to the Qualifying Structure or any portion thereof or any warranty given by a pest control operator or pretreatment manufacturer with respect to the Qualifying Structure or any portion thereof (coverage under such bond or warranty must be sought prior to submitting a claim under this Limited Warranty);
- (v) Any Component that has been misused or subject to improper handling, storage, installation, or maintenance;
- (vi) Damage to any Component resulting in whole or in part from any of the following: (A) any physical disturbance of soil subsequent to pretreatment (if pretreatment was applied to soil); (B) any improper or incorrectly performed alteration to the Qualifying Structure made after the original installation of the Component(s) and/or failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (C) any acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena; or
- (vii) Any cost associated with removal of damaged Components or transport, handling, delivery or installation of the replacement Component(s).

2. Exclusion of Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO COMPONENTS 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.

3. Remedies, Exclusions of Remedies, and Limitation of Liability

With respect to any Component 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 or replacement, at Warrantor's option, of such nonconforming Component, and under no circumstances will Warrantor be liable for construction, repair, or other costs related to replacement of any nonconforming Component.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Component, 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.

4. Claims

Any claim that a Component has failed to conform to this Limited Warranty must be submitted to Warrantor in writing within thirty (30) days after discovery of such failure, and before beginning any permanent repairs. The person submitting any such claim assumes responsibility for a reasonable service and travel charge as billed by Warrantor if inspection of the structure does not reveal that any Component fails to conform to this Limited Warranty. In order to be processed by Warrantor, the claim must include the Date of Treatment, the Date of Installation and the treating company name noted on the Component(s). The claim must be mailed to Arch Wood Protection, Inc., 5660 New Northside Drive, Suite 1100, Atlanta, GA 30328.

It is the Qualified Owner's responsibility to establish the Date of Treatment and the Date of Installation, the date of pretreatment application and the date of any subsequent inspections, treatments, and remedial work. The Qualified Owner should do this by retaining any records relevant to the foregoing including: purchase invoices and receipts, building permits, contractor and service billings, service contracts, pretreatment certificates, and pest control inspection reports.

Upon reasonable notice, the Qualified Owner must allow Warrantor's agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). Warrantor will perform its obligations under this warranty, if any, within ninety (90) days of receiving complete information from Qualified Owner.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, contact:

Arch Wood Protection, Inc.
5660 New Northside Drive, Suite 1100
Atlanta, GA 30328