

Wolmanized® L³ Outdoor® Wood Lifetime Limited Warranty

Covering your use of Wolmanized® L³ Outdoor® wood for as long as you own your home or farm.

When used in an out-of-ground application in conjunction with a residential or agricultural structure located in the United States of America, then subject to the conditions contained in this Warranty, your Wolmanized® L³ Outdoor® wood is warranted by Arch Treatment Technologies, Inc. ("Warrantor") against such damage caused by termites or fungal decay as would make the wood structurally unfit for the applications for which it was intended.

This warranty is good from the date of purchase for as long as you own the property on which your new Wolmanized® L³ wood structures are built. This warranty is made to the original purchaser and property owner only, and is not transferable to any other property owner. The original consumer purchaser will be entitled to be reimbursed for the actual, reasonable cost of new Wolmanized® L³ wood which is purchased to replace wood which was made structurally unfit by damage due to termites or fungal decay. To obtain the necessary prior approval for, and make arrangements for, this reimbursement, the original owner must send sufficient warranty labels, along with the original purchase invoice, showing that a sufficient amount of Wolmanized® L³ wood was originally purchased to cover the amount claimed to be damaged, to the Warrantor, at:

Wolmanized® L³ Outdoor® Wood

Warranty Claim Administrator
Arch Treatment Technologies, Inc.
5660 New Northside Drive NW, Ste. 1100
Atlanta, GA 30328

When making any warranty claim you may be required to send photographs and pieces of damaged 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.

Warrantor shall not be liable hereunder for damage to Wolmanized® wood resulting from any cause other than termites or fungal decay, or for any damage to wood which has been used in a structure outside of the U.S.; used in the ground or in fresh or salt water; used for commercial or industrial projects; used in commonly owned property and structures such as condominiums; or used for an application or in a way that is not consistent with the end use identified on its original label or stamp.

Warrantor shall not be liable for any installation, repair, construction, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, or twist. To the maximum extent permitted by applicable law, in no event shall Warrantor be responsible for any direct, indirect, incidental, consequential or financial damages or expenses of any kind whatsoever, howsoever caused (whether or not due to any deficiency or negligence in manufacturing, and whether or not relating to loss, damage, death or injury) arising out of or relating to your purchase or use of Wolmanized® L³ wood.

For all hem-fir, Douglas fir and western hemlock, and for thicknesses of other species of wood that are greater than two inches, this warranty shall be null and void unless all cut ends and bore holes are treated with two saturating brush coats at the time of construction using a suitable wood preservative, such as Wolmanized® Wood End Cut Solution, containing a minimum of 1% copper or a suitable zinc naphthenate wood preservative containing a minimum of 2% zinc. Proof of purchase of the preservative is also required.

Hem-fir, Douglas fir and western hemlock are covered by this warranty only when used in the states of Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming (except for unincised sawn lumber products which are specifically not warranted by Warrantor in those states listed above).

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO WOLMANIZED® L³ 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.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Wolmanized® L³ 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. Only the Warrantor is liable under this Limited Warranty and the 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® L³ wood. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.