## Wolmanized® Outdoor® Wood Limited Warranty

## Covering your use of Wolmanized<sup>®</sup> Outdoor<sup>®</sup> wood for as long as you own your home or farm.

When used in an application which is consistent with the intended end use identified on the product label or stamp and 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 Outdoor wood is warranted against such damage by termites or fungal decay as would make the lumber 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 wood structures are built. This warranty is applicable 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 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 wood was originally purchased to cover the number of board feet claimed to be damaged, to the Warrantor, at:

Wolmanized® Outdoor® Wood Warranty Claim Administrator Arch Treatment Technologies, Inc. 1955 Lake Park Drive, Suite 100 Smyrna, GA 30080 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 foundation systems (such as the Permanent Wood Foundation, and piling, pole or heavy timber type residential construction); used in swimming pool sidewalls; used as fence posts, vineyard stakes or tree supports in agricultural applications; used where immersed in 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 wood. For hem-fir, Douglas fir, and western hemlock, this warranty is null and void unless all cut ends and bore holes were properly coated at the time of construction with a suitable wood preservative, such as Wolmanized Wood End Cut Solution, containing a minimum of 1% copper. Proof of purchase of the preservative is also required. These species are covered by this warranty only when used in the states of Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and Hawaii (except for unincised decking which does not meet AWPA recommended standards, which is specifically not warranted by Warrantor in Hawaii).

By purchasing Wolmanized 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 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 wood.