

Wolmanized® Residential Wood LIMITED WARRANTY

Warranty Coverage

Arch Treatment Technologies, Inc., warrants Wolmanized® Wood against damage caused by termites or fungal decay that would make the wood structurally unfit for the intended application for as long as you own it, subject to the conditions in this warranty. In this warranty, the term "Wolmanized® Wood" refers to both Wolmanized® Residential Outdoor® Wood (treated with our Wolman® E copper azole preservative) and Wolmanized EraWood® Lumber (treated with our Wolman® AG preservative).

Who is Covered

This warranty is given to the original purchaser of Wolmanized® Wood or the first owner of a structure built with Wolmanized® Wood if the structure is built by a contractor or builder. It is not transferrable to any subsequent owner.

Duration

The warranty period begins on the date you purchase (or your contractor purchases) the Wolmanized® Wood. This warranty lasts for as long as you own the property on which the wood is used. Coverage terminates when you sell or transfer the property on which the structure is built.

Requirements for Coverage

All of the following conditions must be met for your wood to be covered under this warranty:

1. The wood must be Wolmanized® Wood. This means wood that is pressure-treated with our Wolman® E or Wolman® AG preservative chemicals and references the Wolmanized® Wood brand name and website (www.wolmanizedwood.com) on the end tag that is attached to the wood.
2. The wood must be used within the United States of America. However, Douglas fir, hem-fir and western hemlock are only covered by this warranty 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 is specifically not warranted in Hawaii).
3. The wood must be used in a privately-owned residential or agricultural property. Wood that is used in commercial, industrial or commonly owned property (including condominiums) or multifamily apartment buildings is not covered.
4. The wood must be used in the manner that it was intended (for example, above-ground or ground-contact). The intended use is identified on the end tag or stamp that is attached to each piece of wood. Note that Wolmanized EraWood® lumber is approved only for above-ground uses.
5. The wood must be installed as follows:
 - a. Wood surfaces that have been cut or trimmed may not be used in the ground.
 - b. The following must be field treated at the time of construction with two saturating brush coats of a wood preservative:
 - i. all cut ends, bore holes or damage to the surfaces of hem-fir, Douglas fir, and western hemlock of any dimension and to other species with a thickness over six inches; and
 - ii. wood of any species that has been sawn lengthwise or surfaced.Acceptable wood preservatives include Outlast® Q8 Log Oil or other products containing a minimum of 0.675% copper as oxine copper (copper-8 or copper-8-quinolinolate), 1% copper as copper naphthenate, or 2% zinc as zinc naphthenate. Proof of purchase will be required.
 - c. The structure built with the wood must be built in accordance with all applicable laws, regulations, ordinances and building codes.

What this Warranty Does Not Cover

This warranty does not cover:

1. damage resulting from any cause other than termites or fungal decay including, but not limited to surface mold growth, staining (such as

blue stain), damage from exposure to weather (such as discoloration, graying, splitting, cracking, checking, warping, or twisting), ordinary wear and tear, misuse, or acts of God (such as a lightning, wind storm, hurricane, tornado, hail, flood, fire or similar natural phenomena);

2. wood that is used in foundation systems (such as Permanent Wood Foundation systems, and piling, pole or heavy timber construction);
3. wood that is used in swimming pool sidewalls;
4. wood used as vineyard stakes or tree supports in agricultural applications; or
5. wood that is immersed in salt water.

How to Make a Claim

To make a claim under this warranty, you must send us end tags (which were attached to the wood when it was purchased) and the original purchase invoice that relate to the damaged wood. We require that you send enough end tags to show that a sufficient amount of Wolmanized® Wood was originally purchased to cover the amount of wood that is claimed to be damaged. If you purchase wood for use both above ground (e.g., decking) and ground contact (e.g., posts), you must provide end tags for each type of use. These should be sent to us at:

Arch Treatment Technologies, Inc.
Attention: Wolmanized® Wood Warranty Claim Administrator
5660 New Northside Dr., Suite 1100
Atlanta, GA 30328

To make sure you are eligible for this warranty, you may register your purchase at www.wolmanizedwood.com/register. Once registered, we will keep your information (including your end tags and invoice) on file for future reference. When making any warranty claim you may be required to send photographs and pieces of damaged and sound wood to us. In addition, we must be permitted to inspect the structure and test the wood.

Remedy

If you make a valid claim, we will, at our option, either (1) provide new Wolmanized® wood to replace your damaged wood or (2) reimburse you for the actual, reasonable cost of new Wolmanized® wood to replace your damaged wood. **We will not be responsible for costs of labor or any other costs associated with repair, removal or disposal of damaged wood or the handling, installation, construction, repair or similar costs of replacement wood.**

Limitation of Liability

In no event shall we be liable, whether in tort, contract, or under any other legal theory, for any direct, indirect, incidental, special, consequential or punitive damages any kind, whether or not relating to economic loss, property damage, death or personal injury, regardless of the cause, arising out of or relating to your purchase or use of Wolmanized® Wood, even if we have been advised of the possibility of the claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

By purchasing Wolmanized® Wood you accept this limited warranty and acknowledge that this limited warranty is the only warranty offered with respect to Wolmanized® Residential Outdoor® Wood and Wolmanized EraWood® Lumber and replaces all other representations and warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose. If applicable law prohibits the exclusion or limitation of implied warranties, the duration of such warranties shall be no longer than the duration of this express warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Only Arch Treatment Technologies, Inc., is liable under this warranty and its directors, officers, employees and agents have no liability to you or to others with respect to your purchase or use of Wolmanized® Wood.

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