

IMPORTANT NOTICE TO PURCHASER



LIFETIME LIMITED WARRANTY

For Certain Residential and Agricultural Uses

Chemical Specialties, Inc. (CSI) warrants to the original owner/occupant of the real estate upon which this product is used or to the original owner of any personal property into which this product is incorporated, that for the lifetime of such person, the SupaTimber® wood used in conjunction with a residential or agricultural structure will be free from such decay or termite damage as would make the wood structurally unfit for the purpose for which it was used. Only wood bearing the SupaTimber Warranty Label is covered by this warranty, since only such wood has been treated by an authorized treater and is SupaTimber wood.

SupaTimber products sold shall meet the physical standards and properties set forth in the applicable product specification as outlined by American Wood Protection Association (AWPA) Standards.

CSI's only obligation under this warranty shall be to replace such quantity of SupaTimber products proven to meet the aforementioned AWPA Standard, yet has become structurally unfit for its intended purpose. **THIS WARRANTY DOES NOT COVER ANY REMOVAL, INSTALLATION, REINSTALLATION OR FREIGHT COSTS. THIS WARRANTY DOES NOT COVER WARPING, SPLITTING, TWISTING, CHECKING OR OTHER CHANGES IN THE SHAPE OF THE WOOD. THIS WARRANTY DOES NOT COVER DAMAGE TO SUPATIMBER WOOD USED IN FOUNDATION SYSTEMS, OR IN PILING, POLE, OR HEAVY TIMBER TYPE RESIDENTIAL CONSTRUCTION, USED IN SWIMMING POOL SIDEWALLS OR IN WATER IMMERSION APPLICATIONS (EXCEPT RESIDENTIAL FRESHWATER DOCKS), USED AS ROUND OR PARTIALLY ROUND FENCE POSTS, PEELER CORE LANDSCAPE TIMBERS, VINEYARD STAKES, OR TREE SUPPORTS IN AGRICULTURAL APPLICATIONS, OR USED FOR ANY NON-RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL PROJECT (OTHER THAN AGRICULTURAL STRUCTURES), OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN TERMITES OR DECAY.**

THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. CSI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR LIABILITY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL, ARISING OUT OF THE SALE, USE OR MISUSE OF, OR THE INABILITY TO USE, ITS PRODUCTS.

For western species of wood, this warranty is void unless all cuts and bore holes are coated during construction with a suitable wood preservative accepted by and listed in AWPA Standard M-4.

This warranty is extended only to the original owner/occupant of the real estate upon which this product is used or to the original owner of any personal property into which this product is incorporated. This warranty is not transferable to any future owner of real estate or such personal property. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL EXTEND BEYOND THE PERIOD OF THE LIFETIME WARRANTY HEREIN. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental damages, so the above limitations or exclusions may not apply to you.

The owner to whom this warranty is extended agrees to notify CSI in writing at the following address: CSI • 200 East Woodlawn Road, Suite 350 • Charlotte, NC 28217, within ninety (90) days of first learning of a possible defect in the product which may lead to a claim under this warranty. The owner must give CSI this notice before CSI shall have any obligation under this warranty.

The owner to whom this warranty is extended must file any action against CSI to enforce this warranty within one (1) year of first discovering any defect in the product upon which such action is based, and allow CSI or its representatives to inspect the wood in its original installation.

You are advised that in order to make a claim under this warranty, you must present evidence of purchase AND the manufacturer's identification tag or ink stamp. Failure to use the product in accordance with instructions or restrictions printed on such identification tags voids this warranty.

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