



CERTIFICATE NO. \_\_\_\_\_

40-YEAR LIMITED WARRANTY CERTIFICATE
TIMBERSAVER® 40 (HAWAII) BORATE PLUS ORGANIC
TERMITICIDE TREATED RESIDENTIAL LUMBER AND PLYWOOD

CHEMICAL SPECIALTIES, INC. ("CSI") hereby warrants that the TimberSaver® 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood installed in the dwelling (the "Dwelling") at:

Address of Dwelling \_\_\_\_\_
TMK: \_\_\_\_\_ Date of Completion of Dwelling: \_\_\_\_\_
Name of Contractor: \_\_\_\_\_
Name of Owner(s): \_\_\_\_\_
Contractor's Qualification Certificate No.: \_\_\_\_\_ Inspector's Certificate No.: \_\_\_\_\_

will not, for a period of FORTY (40) YEARS from the date of completion of the Dwelling, deteriorate due to damage by fungi or termites to the extent that its replacement or repair is required to maintain the structural integrity of the Dwelling, subject and according to the following:

THE OBLIGATIONS OF CSI UNDER THIS WARRANTY ARE TO EXPEND UP TO AN AGGREGATE \$5,000 OR THE EQUIVALENT THEREOF IN LABOR AND MATERIALS (VALUED AT CSI'S THEN PREVAILING RATES) FOR THE REPAIR OR REPLACEMENT OF TIMBERSAVER 40 BORATE PLUS ORGANIC TERMITICIDE TREATED RESIDENTIAL LUMBER AND PLYWOOD AT THE DWELLING DAMAGED BY TERMITES OR FUNGI WITHIN THE WARRANTY PERIOD.

This Limited Warranty is further subject to the following terms and conditions:

- 1. This Warranty covers only TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood used in construction of floor systems, wall framing, roof framing, and wall and roof sheathing above grade and shall be valid only if all such lumber is in fact TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood bearing the TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood label.
2. The following items are conditions precedent to the issuance and continuing validity of this Warranty: (a) CSI must have actually received (i) a Contractor's Qualification Certificate satisfactory to and in the form from time to time prescribed by CSI certifying, among other things, that the TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood was installed in a manner and under conditions conforming to the American Wood Preservers' Association Manual of Recommended Practice M-4-99, including two applications of a suitable wood preservative currently approved in writing by CSI to all end cuts and bored surfaces of TimberSaver 40 Borated-Treated Residential Lumber and Plywood greater than 2 nominal inches in thickness, and (ii) an Inspection Report satisfactory to and in the form from time to time prescribed by CSI similarly certifying such compliance and other matters. (b) All soil at the construction site must have been treated at the maximum label rates prior to commencement of construction with an EPA-registered termiticide approved for soil treatment by CSI. Said soil treatment must be performed by a certified pesticide applicator licensed by the State of Hawaii who must have issued prior to construction a \$5,000 pre-construction soil treatment warranty satisfactory to CSI. In addition, the continuing re-inspection and soil treatment program described in paragraph 3 must be maintained continuously during the term of this Warranty. Any soil used for back fill against the foundation of the Dwelling, for landscaping, or for any other purpose shall be similarly treated before such installation and before inspection of construction by CSI's designated representative. In the event this Warranty is issued and any statement contained in either of the aforesaid Certificate is not in fact true or the aforesaid pre-construction soil treatment was not in fact performed, this Warranty shall automatically be null and void.
3. Under the continuing re-inspection and soil treatment program described above the Owner must, at a minimum, obtain treatment of any backfill and other soil at any time delivered to or installed at the construction site and re-treatment by a certified pesticide applicator licensed by the State of Hawaii of all such soil with an EPA-registered termiticide approved for soil treatment. All such backfill and other soil must be treated and re-treated at intervals not to exceed every two (2) years. Soil samples may be taken by CSI at random locations and times to determine whether the level of soil treatment is adequate. Evidence of all initial and continuing soil treatments in compliance with this Warrant must be presented with any claim made hereunder.
4. The Owner shall notify CSI at 200 East Woodlawn Green, Suite 350, Charlotte, North Carolina, 28217, or notify CSI's designated representative in writing, within ten (10) days of first learning of a possible defect in the TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood which may lead to a claim under this Warranty or if any repair or replacement provided for in this Warranty is required. By giving such notification, the Owner agrees to pay a reasonable service charge as billed if inspection of the Dwelling discloses no covered damage by fungi or termites to any of the TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood. The Owner must file any action to enforce this Warranty within one (1) year of learning of any such damage by fungi or termites. To make a claim under this Warranty, the Owner must present evidence of purchase and the manufacturer's identification tags. Failure to use the product in accordance with instructions or restrictions printed on such identification tags or other information provided manufacturer will automatically void this Warranty.
5. This Warranty and CSI's obligations under it do not include any liability for the following: warping, twisted, checking or other changes in the shape of the lumber; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood used in farms, water immersion applications or for any non-residential use, damage to TimberSaver 40 Borate Plus Organic Termiticide Treated

Residential Lumber and Plywood used in applications not continuously protected from liquid water; damage to contents of the Dwelling; damage to wood other than TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood or to any component of the Dwelling other than TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood; damage other than by fungi or termites; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood subjected to contact with the ground; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood resulting from any physical disturbance of the soil subsequent to the pre-construction treatment without re-treatment within five (5) days thereafter as required herein; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood covered with construction material extending to or below grade which allows moisture accumulation; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood where the building design allows for the accumulation of free water on the lumber or plywood and aerial nesting of termites in the lumber; damage to TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood subjected to increased risk of damage by exposure to fungi or termites not normally to be anticipated or resulting from fire or any similar cause or casualty; damage to the Dwelling or any part thereof which has been repaired in any manner, unless only TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood has been used for such repairs requiring wood and all conditions herein are met; damage to any addition or modification to the original Dwelling constructed on the site; damage, whether or not caused by fungi or termites, occasioned by defective construction, including, but not limited to, construction which deviates from local building codes or standards in effect at the time of construction or the installation or use of TimberSaver 40 Borate Plus Organic Termiticide Treated Residential Lumber and Plywood in a manner or under conditions not complying with American Wood-Preservers' Association Standard M-4-99.

- 6. THIS LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF CSI REGARDING TIMBERSAVER 40 BORATE PLUS ORGANIC TERMITICIDE TREATED RESIDENTIAL LUMBER AND PLYWOOD INSTALLED IN THE DWELLING. NOTHING IN THIS LIMITED WARRANTY SHALL EXTEND THE DURATION OF ANY IMPLIED WARRANTIES OR GIVE THE OWNER ANY IMPLIED WARRANTIES HE SHOULD NOT OTHERWISE HAVE OR MAKE CSI LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN. CSI'S LIABILITY HEREUNDER IS LIMITED SOLELY TO THE EXPENDITURE OF UP TO \$5,000 (OR EQUIVALENT THEREOF IN LABOR OR MATERIALS) IN THE AGGREGATE DURING THE WARRANTY PERIOD, AS PROVIDED HEREIN, FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE TIMBERSAVER 40 BORATE PLUS ORGANIC TERMITICIDE TREATED RESIDENTIAL LUMBER AND PLYWOOD TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE DWELLING. IN NO EVENT SHALL CSI BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
7. This Warranty may be transferred to any subsequent owner of the Dwelling by the then current owner giving CSI notice, in a signed writing, at CSI's address noted above, of the sale of the Dwelling, the effective date of such sale and transfer of Warranty, and the name and mailing address of the new owner. The current owner must return this original Warranty Certificate to CSI together with such notice. Any transfer of this Warranty shall be contingent upon satisfaction up to the time of such transfer of all conditions and requirements described herein and satisfactory inspection of the Dwelling, at the owner's sole cost, by CSI or its representative. In the event that the Owner or CSI litigates any claim based upon this Warranty, the losing party will pay the winning party's court costs, including reasonable attorneys' fees, up to a maximum of \$1,000.
8. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

WITNESS the facsimile signature of our officer of CSI at its office at 200 East Woodlawn Road, Suite 350, Charlotte, North Carolina 28217

As of \_\_\_\_\_, 20\_\_\_\_\_.

Approved for Warranty by TimberSaver 40 Borate manufacturer

Chemical Specialties, Inc.