

## D-BLAZE® FIRE RETARDANT TREATED WOOD 50-YEAR LIMITED WARRANTY

VIANCE hereafter called "Viance," warrants to Builder for the period of 50 years from the date of installation, that if a registered structure into which D-BLAZE® Fire Retardant Treated Wood (FRTW) is incorporated and built according to the design and standards in Section 2 "Conditions and Limitations," the D-BLAZE FRTW will not structurally fail due to a reduction in strength below the design specifications listed in the Viance D-BLAZE Technical Data Sheet, Tables 3 and 4, in effect at the time of installation due to temperatures of up to 150°F (lumber) and 170°F (plywood). This warranty is subject to the following conditions and limitations.

### 1. PRODUCT IDENTITY

This warranty applies only to D-BLAZE impregnated into wood in accordance with Viance specifications and labeled with an Underwriters Laboratories, Inc. label indicating that the wood is D-BLAZE treated and further, with respect to plywood treated with D-BLAZE, must be kiln dried under the Viance Standard DB-90.

### 2. CONDITIONS AND LIMITATIONS

- A. This warranty shall be void and Viance shall have no liability whatsoever if any of the following conditions or limitations are not met:
- D-BLAZE FRTW, when properly pressure-treated into wood, shall have been kept dry during storage and installation.
  - The structure must be designed to take into account the published standards and design data for using D-BLAZE as set forth in Viance's published specifications (and are made a part hereof). D-BLAZE use must meet all architectural specifications and design standards, such as, but not limited to, adequate ventilation across all surfaces of wood in roof systems (enclosed cavities under flat or vaulted roofs require careful attention to detail to assure adequate ventilation).
  - The roof design must be a design commonly used in the building industry.
  - The D-BLAZE plywood used as roof sheathing must be a minimum 7/16" thick.
  - This warranty shall be void unless the D-BLAZE FRTW Builder Warranty Agreement has been fully executed by the Builder and delivered to Viance within 30 days of installation of D-BLAZE FRTW in the structure.
- B. This warranty is subject to the following limitations:
- VIANCE'S OBLIGATION UNDER THIS WARRANTY OR OTHERWISE, UNDER ANY THEORIES OF MISREPRESENTATION, NEGLIGENCE, BREACH OF WARRANTY AND/OR STRICT LIABILITY IN TORT, OR ANY OTHER THEORY OF LIABILITY IN TORT OR IN CONTRACT OR UNDER THE UNIFORM COMMERCIAL CODE, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REASONABLE COST OF REPAIR OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF D-BLAZE. UNDER NO CIRCUMSTANCES SHALL VIANCE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE.
  - ANY ACTION AGAINST VIANCE FOR BREACH OF THIS WARRANTY SHALL BE COMMENCED WITHIN ONE YEAR OF THE DATE OF DISCOVERY OF SUCH DAMAGE OR REASON TO KNOW OF SAME.
  - This warranty does not cover damage to D-BLAZE FRTW other than structural failure due to a reduction in strength below the design

specifications listed in the Viance D-BLAZE Technical Data Sheet, Tables 3 and 4, in effect at the time of installation due to temperatures of up to 150° F (lumber) and 170° F (plywood) in an approved structure designed and constructed in accordance with paragraphs 2. A. i, ii, iii, and iv. The failure of D-BLAZE FRTW as a result of abnormal building conditions, poor design, roof leaks, delamination of plywood, poor quality lumber, or the owner, architect, or builder (including contractors and subcontractors) negligence is not covered by this warranty.

- This warranty does not cover structures that are not registered by the Builder with Viance through execution of the D-BLAZE BUILDER WARRANTY AGREEMENT specific to the structure in question.

### 3. CLAIM PROCEDURE

- A. In the event Builder believes or has reason to know any D-BLAZE FRTW failed within the coverage of this warranty, the Builder shall promptly notify Viance of the same. Upon direction from Viance, Builder shall remove samples of D-BLAZE FRTW at Builder's expense and forward them to Viance and an independent testing agency for strength testing. Viance reserves the right to have a representative inspect all D-BLAZE FRTW which is claimed to be defective and to have a representative observe the removal of D-BLAZE FRTW samples from the structure in question. Results of the strength testing must be sent to Viance with a letter certifying that the wood tested was D-BLAZE FRTW removed from the structure in question.

In the event that D-BLAZE FRTW is not defective, Builder shall be responsible for the cost of strength testing. If the D-BLAZE FRTW is proven defective, Viance will, at its option, authorize the repair to that portion of the structure damaged as a direct result of the defective D-BLAZE FRTW, or reimburse the Builder an amount equal to the original cost of the damaged portion of the structure. Viance will also reimburse Builder for the costs of strength testing if D-BLAZE FRTW is proven defective.

- B. In the event the remedy set forth in Section 3A. fails or is for any reason not enforced, Viance's liability under this Agreement shall be limited to the replacement of defective D-BLAZE FRTW or reimbursement of the original purchase price of the defective D-BLAZE FRTW.

### 4. REPUBLICATION

This warranty is extended only to the Builder for the structure described in the Builder Warranty Agreement and shall not create any rights to any third party.

### 5. PARAGRAPH HEADINGS

Paragraph headings are for convenience only and shall not affect the interpretation of the terms of this warranty.

6. THIS WARRANTY SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS.

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### D-BLAZE® FRTW BUILDER WARRANTY AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_ (date) by and between VIANCE hereafter called "Viance," whose address is 8001 IBM Drive, Building 403, Charlotte, NC 28262 and "Builder" \_\_\_\_\_ whose address is \_\_\_\_\_

THIS AGREEMENT applies solely to the building described below:

Name of Project: \_\_\_\_\_

Building Address: \_\_\_\_\_

Date D-BLAZE® was Installed: \_\_\_\_\_

Name of Company that Supplied D-BLAZE: \_\_\_\_\_

WHEREAS, Viance manufactures D-BLAZE, a fire-retardant chemical to be applied by customers of Viance to plywood and other wood products which are then sold by the customers as D-BLAZE FIRE RETARDANT TREATED WOOD (D-BLAZE FRTW), and Builder wishes to purchase D-BLAZE FRTW for use in construction, and Viance encourages the purchase of D-BLAZE FRTW through offer of the warranty included in this Agreement.

NOW, THEREFORE, the parties agree to be bound as follows:

### 1. WARRANTY.

VIANCE hereafter called "Viance," warrants to Builder for the period of 50 years from the date of installation, that if a registered structure into which D-BLAZE Fire Retardant Treated Wood (FRTW) is incorporated and built according to the design and standards in Section 2 "Conditions and Limitations," the D-BLAZE FRTW will not structurally fail due to a reduction in strength below the design specifications listed in the Viance D-BLAZE Technical Data Sheet, Tables 3 and 4, in effect at the time of installation due to temperatures of up to 150° F (lumber) and 170° F (plywood). This warranty is subject to the following conditions and limitations.

### 2. WARRANTY CONDITIONS AND LIMITATIONS.

- A. This warranty shall be void and Viance shall have no liability whatsoever if any of the following conditions or limitations are not met:
- D-BLAZE FRTW when properly pressure-treated into wood, shall have been kept dry during storage and installation.
  - The structure must be designed to take into account the published standards and design data for using D-BLAZE as set forth in Viance's published specifications (and are made a part hereof). D-BLAZE use must meet all architectural specifications and design standards, such as but not limited to, adequate ventilation across all surfaces of wood in roof systems (enclosed cavities under flat or vaulted roofs require careful attention to detail to assure adequate ventilation).
  - The roof design must be a design commonly used in the building industry.
  - The D-BLAZE plywood used as roof sheathing must be a minimum 7/16" thick.
  - This warranty shall be void unless the D-BLAZE FRTW Builder Warranty Agreement has been fully executed by the Builder and delivered to Viance within 30 days of installation of D-BLAZE FRTW in the structure.
- B. This warranty is subject to the following limitations:
- VIANCE'S OBLIGATION UNDER THIS WARRANTY OR OTHERWISE, UNDER ANY THEORIES OF MISREPRESENTATION, NEGLIGENCE, BREACH OF WARRANTY AND/OR STRICT LIABILITY IN TORT, OR ANY OTHER THEORY OF LIABILITY IN TORT OR CONTRACT OR UNDER THE UNIFORM COMMERCIAL CODE, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REASONABLE COST OF REPAIR OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF D-BLAZE. UNDER NO CIRCUMSTANCES SHALL VIANCE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE.
  - ANY ACTION AGAINST VIANCE FOR BREACH OF THIS WARRANTY SHALL BE COMMENCED WITHIN ONE YEAR OF THE DATE OF DISCOVERY OF SUCH DAMAGE OR REASON TO KNOW OF SAME.
  - This warranty does not cover damage to D-BLAZE FRTW other than structural failure due to a reduction in strength below the design specifications listed in the Viance D-BLAZE Technical Data Sheet, Tables 3 and 4, in effect at the time of installation due to roof temperatures of up to 150° F (lumber) and 170° F (plywood) in an approved structure designed and constructed in accordance with paragraphs 2. A. i, ii, iii, and iv. The failure of D-BLAZE treated wood as a result of abnormal building conditions, poor design, roof leaks, delamination of plywood, poor quality lumber, or the owner, architect, or builder (including contractors and subcontractors) negligence is not covered by this warranty.
  - This warranty does not cover structures that are not registered by the Builder with Viance through execution of the D-BLAZE BUILDER WARRANTY AGREEMENT specific to the structure in question.

**3. CLAIM PROCEDURE AND BUILDER'S REMEDY.**

In the event Builder believes or has reason to know any D-BLAZE FRTW failed within the coverage of this warranty, the Builder shall promptly notify Viance of the same. Upon direction from Viance, Builder shall remove samples of D-BLAZE FRTW at Builder's expense and forward them to Viance and an independent testing agency for strength testing. Viance reserves the right to have a representative inspect all D-BLAZE FRTW which is claimed to be defective and to have a representative observe the removal of D-BLAZE FRTW samples from the structure in question. Results of the strength testing must be sent to Viance with a letter certifying that the wood tested was D-BLAZE FRTW removed from the structure in question.

In the event that D-BLAZE FRTW is not defective, Builder shall be responsible for the cost of strength testing. If the D-BLAZE FRTW is proven defective, Viance will, at its option, authorize the repair to that portion of the structure damaged as a direct result of the defective D-BLAZE FRTW, or reimburse the Builder an amount equal to the original cost of the damaged portion of the structure. Viance will also reimburse Builder for the costs of strength testing if D-BLAZE FRTW is proven defective.

In the event the remedy set forth in Section 3A, fails or is for any reason not enforced, Viance's liability under this Agreement shall be limited to the replacement of defective D-BLAZE FRTW or reimbursement of the original purchase price of the defective D-BLAZE FRTW.

**4. INDEMNITY.**

Viance will indemnify Builder against any loss or damage caused by breach of this Warranty provided herein if: a) the claim meets all provisions expressed in Section 2 "Warranty Conditions and Limitations," and b) it is brought by the owner of the building in question. Viance's commitment to indemnify Builder is contingent on notification by Builder to Viance within 15 days of learning of a claim or within 2 days of learning of litigation. Viance shall have the right to control the claim/litigation. Builder must cooperate fully with legal counsel selected by Viance at Builder's expense, and must conduct strength testing as required in Section 3, "Claim Procedure and Builder's Remedy." Viance shall have no obligation to indemnify Builder for loss or damage caused by failure to meet the conditions and limitations set forth in this Agreement.

**5. REPUBLICATION.**

The warranty given in this Agreement is extended only to the Builder for the structure described above and shall not create any rights to any third party. Builder shall not republish this Agreement or terms of the warranty to cover any other structure.

**6. NOTICE.**

All notices and communications required in this Agreement shall be in writing and delivered via registered or certified mail, return receipt requested, postage prepaid, to the addresses designated at the top of this Agreement. Or, they may be similarly delivered to such other address as may be furnished by one party to the other. All such communications shall be deemed to be delivered on the day such writing is received by the other party.

**7. ENTIRE AGREEMENT.**

This Agreement is the complete and entire agreement between Builder and Viance, and supersedes all prior representations or agreements made between them. This Agreement may not be amended except by a written amendment signed by officers of each company.

**8. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of North Carolina, without regard to principles of conflict laws.

IN WITNESS HEREOF, the parties have caused this Agreement to be in effect by their signature of an officer of the company on the date given at the top of this Agreement.

BUILDER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

VIANCE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_



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# 50-YEAR LIMITED WARRANTY

