

Wolman[®] ACQ-Treated Wood
LIMITED WARRANTY

I. Warranty Coverage

Subject to the terms and conditions set forth in this Limited Warranty (“Warranty”), Arch Treatment Technologies, Inc. (“Arch”) warrants that Wolman[®] ACQ-Treated Wood will be resistant against damage caused by termites or fungal decay that renders such Wolman[®] ACQ-Treated Wood structurally unfit for its Permitted Use for as long as a Homeowner owns the structure built using Wolman[®] ACQ-Treated Wood. In this Warranty, the term “Wolman[®] ACQ Wood” refers to wood pressure treated with an Arch’s Wolman[®] alkaline copper quaternary preservative. Capitalized terms used in this Warranty are defined herein or in the American Wood Protection Association (“AWPA”) standards.

II. Who is Covered

Arch extends this Warranty to the original purchaser of Wolman[®] ACQ-Treated Wood or the first owner (“Homeowner”) of a structure built with Wolman[®] ACQ-Treated Wood if the structure is built by a contractor or builder. This Warranty is not transferrable to any subsequent owner or beneficiary.

III. Duration

The Warranty period begins on the date the Homeowner or the Homeowner’s contractor, as applicable, purchases the Wolman[®] ACQ-Treated Wood and lasts for as long as the Homeowner owns the property on which the Wolman[®] ACQ-Treated Wood structure is built. Coverage terminates when the Homeowner sells or transfers such property.

IV. Requirements for Coverage

All of the following conditions must be met for Warranty coverage:

1. The Homeowner must show that all of the wood submitted for Warranty coverage is Wolman[®] ACQ-Treated Wood by providing the end tag that is attached to such wood.

2. The Wolman[®] ACQ-Treated Wood must be used within the fifty (50) 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. For the avoidance of doubt, Wolman[®] ACQ-Treated Wood used outside of the fifty (50) United States, including Wolman[®] ACQ-Treated Wood used in any U.S. territory or protectorate is expressly excluded from the Warranty.

3. The Wolman[®] ACQ-Treated Wood must be used in a privately-owned residential or agricultural property. Wood used in any other type of property, including commercial, industrial, or commonly owned property (including condominiums) or multifamily apartment buildings is not covered.

4. The Wolman[®] ACQ-Treated Wood must only be used in an application that conforms to the product use categories established by the AWPA standards that are in effect at the time the Wolman[®] ACQ-Treated Wood is installed (“Permitted Use”). The Permitted Use is listed on Wolman[®] ACQ-Treated Wood end tags (for example, the end tag will state whether a piece of Wolman[®] ACQ-Treated Wood is treated for Above Ground, Ground Contact, or Ground Contact Heavy Duty Permitted Uses). For more information on selecting Wolman[®] ACQ-Treated Wood that adheres to the Permitted Use requirements, please visit www.WolmanizedWoodU.com. For the avoidance of doubt, in order to qualify for Warranty coverage, Ground Contact treatment of Wolman[®] ACQ-Treated Wood is necessary for physically above-ground applications when Wolman[®] ACQ Wood:

- (a) Stays in contact with soil or other debris;

- (b) Installation allows for insufficient ventilation and air circulation to permit Wolman® ACQ-Treated Wood to dry completely;
- (c) Is located fewer than six (6) inches (final grade after landscaping) above ground on permeable building materials (including above concrete, treated wood, soil, water, bark, leaf litter, or other ground surface);
- (d) Is in contact with non-durable untreated or older construction with any evidence of decay;
- (e) Is subject to frequent or recurring sources of artificial wetting;
- (f) Is located in tropical climates; and
- (g) Is critical to the performance and safety of the structure and difficult to maintain, repair, or replace (including, but not limited to, joists and beams for decks, docks, walkways, and other structures).

Note that Wolman® ACQ-Treated Wood that is subject to salt water splash and Wolman® ACQ-Treated Wood posts supporting houses, garages, sunrooms, barns, or other permanent structures must be treated to Ground Contact Heavy Duty.

5. The Wolman® ACQ-Treated Wood must be installed as follows:

- (a) Surfaces that have been cut or trimmed may not be used in the ground.
- (b) Surfaces that have been cut or trimmed and other holes or damage must be treated with a wood preservative end-cut solution in accordance with the label's directions. 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) or 1% copper as copper naphthenate. Proof of purchase will be required.
- (c) The structure built with the Wolman® ACQ-Treated Wood must be built in accordance with all applicable laws, regulations, ordinances, and building codes.

V. 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. Wolman® ACQ-Treated Wood that is used in foundation systems or in framing (such as Permanent Wood Foundation systems, piling, post frame type construction using round poles or heavy timbers);
3. Wolman® ACQ-Treated Wood that is used in swimming pool sidewalls;
4. Wolman® ACQ-Treated Wood used as vineyard stakes or tree supports in agricultural applications;
5. Wolman® ACQ-Treated Wood that is immersed in salt water; or
6. damage that does not render Wolman® ACQ-Treated Wood structurally unfit for Permitted Uses.

VI. How to Make a Claim

1. To make a Warranty claim, Homeowners must provide end tags (which were attached to the Wolman® ACQ-Treated Wood when it was purchased) and the original purchase invoice that relate to the damaged Wolman® ACQ-Treated Wood. Arch requires that Homeowners provide enough end tags to show that the amount of Wolman® ACQ-Treated Wood originally purchased equals or exceeds the amount that is claimed to be damaged. If Wolman® ACQ-Treated Wood was purchased for more than

one Permitted Use (e.g., Above Ground Wolman® ACQ-Treated Wood for deck railing and Ground Contact Wolman® ACQ-Treated Wood for deck joists), Homeowners must provide end tags for each type of Permitted Use. These should be sent to:

Arch Treatment Technologies, Inc.
Attention: Wolman® ACQ-Treated Wood Warranty Claim Administrator
360 Interstate North Parkway, Suite 450
Atlanta, GA 30339

2. Homeowners may register Wolman® ACQ-Treated Wood purchases at www.wolmanizedwood.com/register. Once registered, Arch will keep Homeowners' purchase information (including copies of end tags and invoices) on file for future reference. When making any Warranty claim, Homeowners may be required to send Arch photographs and pieces of damaged and sound wood. In addition, Homeowners must permit Arch or its representatives to inspect the structure and test the wood that is claimed to be damaged.

VII. Remedy

When a Homeowner makes a valid claim, Arch will, at its option, either (1) provide new Wolman® ACQ-Treated Wood to replace the damaged wood or (2) reimburse the Homeowner for the actual, reasonable cost of new Wolman® ACQ-Treated Wood to replace the damaged wood. **Arch is not responsible for costs of labor or any other costs associated with repair, removal, or disposal of damaged wood or the delivery, handling, installation, construction, repair, applicable taxes, or similar costs of replacement Wolman® ACQ Wood.**

VIII. Limitation of Liability

1. **In no event is Arch or its affiliates liable, whether in tort, contract, or under any other legal theory, for any direct, indirect, incidental, special, consequential, or punitive damages any kind, whether relating to economic loss, property damage, death, or personal injury, regardless of the cause, arising out of or relating to the purchase or use of Wolman® ACQ Wood, even if Arch has been advised of the possibility of the claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, in which event the above limitation or exclusion may not apply.**

2. **By purchasing Wolman® ACQ Wood, each Homeowner accepts this limited Warranty and acknowledges that this limited Warranty is the only warranty offered by Arch with respect to Wolman® ACQ-Treated Wood 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 Warranty. Some states do not allow limitations on how long an implied warranty lasts, in which event the above limitation may not apply.** Only Arch is liable under this Warranty and its directors, officers, employees, affiliates, and agents have no liability to Homeowners or to others with respect to the purchase or use of Wolman® ACQ Wood.

This Warranty provides Homeowners with specific legal rights. Homeowners may have other rights, which vary from state to state.