

## Limited Warranty

1. Subject to the terms, conditions and definitions set forth in this Limited Liability Warranty, BluwoodUSA warrants to each Qualified Owner that the coated surface of non-ground contact interior Components of a Covered Structure which have been coated by an approved applicator with the two part Bluwood Infusion Film and Wood Preservative will remain free from Mold or fungus growth on the cured surface of the film; damage from rot decay fungi and termites (excluding Formosan) and wood ingesting insects, which would render the coated Components incapable of performing their intended use, for a period of 20 years following the Date of Installation provided that Proper Installation has been used on the Qualifying Structure or Building Project and it remains Properly Maintained and free of Structural Damage. Furthermore, BluwoodUSA warrants that the coated surface (cured film) of any Components will remain free of Mold, rot decay fungi and damage caused by termites or wood ingesting insects prior to use or installation for a period of 180 days from the date of treatment. During the 180 before installation period all treated Components must be in covered storage, or if in uncovered storage must be wrapped or bagged. Components that are staged at any jobsite must be stored or stacked a minimum of 24" above ground contact.

“Qualified Owner” means with respect to a Component, (a) any person that purchases such Component for installation in a Qualifying Structure or Building Project, (b) the original legal owner of the Qualified Structure in which such Component is Properly Installed.

“Component” means any truss, lumber, plywood, oriented strand board (OSB) (if used as flooring or sheathing), wood I-beam, structural insulated panel (SIP), parallel strand lumber (PSL), laminated veneer lumber (LVL), or other wood product intended for use in interior framing that is free from mold before treatment has been properly treated by an approved applicator of the two part Bluwood wood preservative system in conformity with the Bluwood USA’s statements of correct practice (as in effect at the time of such treatment).

“Mold” means filamentous fungi in the phylum Zygomycota other than staining fungi (such as blue stain).

“Date of Treatment” means, with respect to any Component, the date on which the Bluwood coating was applied thereto as evidenced by a written statement or marking on the Component which is the applicators responsibility..

“Properly Installed” means, with respect to a Component, that such Component was installed (a) in accordance with all applicable building codes, and (b) within a Qualifying Structure, in an above-ground location that is not intended to become exposed to water or other liquids at any time during the occupancy of such Qualifying Structure and that is in fact continuously protected from actual or potential exposure to precipitation beginning not later than 180 days following the Date of Treatment of such Component. Where exposed untreated edges are generated by the cutting or hammering of any treated components, Bluwood On/Site treatment solution must be applied to all such exposed edges.

“Qualifying Structure or Building Project” means a building or building project constructed in accordance with all applicable building codes. In the case of new construction, a building that is inspected and certified as to such compliance by a local building code official; constructed with a sill plate made of wood pressure treated in accordance with American Wood Protection Association Standard UC2 (as amended or replaced as of the date of installation) installed between the foundation and all framing; and (c) pretreated against termites with an EPA-registered termiticide applied (i) prior to installation of any Component, (ii) by a pest control operator licensed to perform such work in the state in which such building is located, and (iii) in accordance with all label recommendations applicable to pretreatment against termites and all applicable state and local building code requirements.

“Date of Installation” with respect to a Component means the date on which such Component is Properly Installed.

“Properly Maintained” with respect to a Qualifying Structure means that (a) such Qualifying Structure is inspected for the presence of termites not less than once per year by a certified pest control operator licensed in the state or governmental jurisdiction where such Qualifying Structure is located, provided, however, that such inspections shall not be required in Washington, Idaho, Montana, Wyoming, North Dakota, South Dakota, Minnesota, Wisconsin, Michigan, Vermont, New

Hampshire and Maine; and (b) all treatment and remedial work recommended by any pest control operator performing an inspection of the Qualifying Structure, and any other repairs required to prevent any accumulation of moisture or repetitive wetting of Components, is performed in a timely manner.

“Date of Purchase” means, with respect to any Component, the date on which the first Qualified Owner of such Component either took title to such Component or accepted delivery of such Component, whichever occurred first, and in either case as evidenced by a written receipt or invoice relating to the purchase thereof.

### 2. Limited Warranty Does Not Apply to or Cover

- Damage to any Component that has been exposed to repetitive wetting that results in entrapped excessive moisture or water after Date of Installation.
- Damage to any Component that has not been Properly Installed in a Qualifying Structure as defined herein.
- Damage to any Component installed in any structure that has not been Properly Maintained, as defined herein, continuously from and after the Date of Installation
- Damage covered by any termite bond relating to the Qualifying Structure or any portion thereof or any warranty given by a pest control operator or pretreatment manufacturer with respect to the Qualifying Structure or any portion thereof (coverage under such bond or warranty must be sought prior to submitting a claim under this Limited Warranty);
- Any Component that has been misused or subject to improper handling, storage, installation, or maintenance;
- Any Component damaged by non-wood ingesting insects or wood destroying animals.
- Damage to any Component resulting in whole or in part from any of the following: (A) any physical disturbance of soil subsequent to pretreatment (if pretreatment was applied to soil); (B) any improper or incorrectly performed alteration to the Qualifying Structure made after the original installation of the Component(s) and/or failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (C) any acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena; or
- Any cost associated with removal of damaged Components or transport, handling, delivery or installation of the replacement Component(s).

- Any Component that has been marked with surface termite grazing that has not sustained loss of structural strength or integrity.

### **3. Exclusion of Implied Warranties**

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO COMPONENTS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. WARRANTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE CONSUMER LAW. NOTHING IN THIS LIMITED WARRANTY IS INTENDED TO CREATE ANY IMPLIED WARRANTIES, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION, OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN.

### **4. BluwoodUSA's Maximum Liability or Obligation**

BluwoodUSA's sole obligation and liability is limited to reasonable costs of recoating, removal, repair or replacement of the affected BLUWOOD Coated Component(s), and including those costs incurred to restore structure to original condition, where BluwoodUSA has acknowledged, in writing, or the owner has demonstrated the certified BLUWOOD two part wood component coating system Perfect Barrier Wood Preservative and Infusion Film has failed because the coated wood component(s) has become unfit for its original purpose due to mold or fungal growth on the cured surface of the film or rot fungi decay or damage caused by termites or wood ingesting insects. BluwoodUSA reserves the right to cure and have remedial work performed and to have affected BLUWOOD Coated Component(s) certified free of mold or fungal growth on the cured surface of the film or damage from rot fungi decay, termites or wood ingesting insects. In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Component, including but not limited to personal injury, damage to property or lost profits. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### **5. Claim Procedure Notification**

To make a claim under this Lifetime Limited Warranty, the owner of the Covered Structure must notify the building contractor of the residential covered structure and BluwoodUSA in writing within thirty (30) days of the actual notice of mold or fungal growth on the cured surface of the film or rot fungi, termites or wood ingesting insect damage to coated wood component(s). The person submitting any such claim assumes responsibility for a reasonable service and travel charge as billed by Warrantor if inspection of the structure does not reveal that any Component fails to conform to this Limited Warranty. It is the Qualified Owner's responsibility to establish the Date of Treatment and the Date of Installation, the date of pretreatment application and the date of any subsequent inspections, treatments, and remedial work. The Qualified Owner should do this by retaining any records relevant to the foregoing including: purchase invoices and receipts, building permits, contractor and service billings, service contracts, pretreatment certificates, and pest control inspection reports.

Such notice must be sent by certified mail, return receipt requested. Bluwood USA, 4357 Cowing Rd. Lakewood, NY 14750. Bluwood USA shall have thirty (30) days to accept or reject the claim in writing. The owner shall, upon request of the building contractor of the covered structure and/or BluwoodUSA or either of their authorized representative(s), to inspect and photograph the affected areas of the Covered Structure, and to take samples and conduct nondestructive testing as often as building contractor of covered structure and/or Bluwood USA deems reasonably and necessary to process the claim.

### **6. Binding Arbitration.**

Any controversy or claim arising out of or relating to this Limited Warranty, or breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be no class arbitration. Arbitration shall be exclusively in Lakewood, New York. Whenever a controversy or claim is submitted to arbitration hereunder, the award of the arbitrator(s) shall include an assessment of the costs and reasonable attorney's fees in favor of the prevailing party. The Limited Warranty shall be governed exclusively by the law of the State of New York without regard for the state's choice of law or conflicts of law's rules

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