

## Warranty

1. Life-Time Limited Warranty. Transferable to qualified successor(s) BluwoodUSA, Inc. (BluwoodUSA), warrants the coated surface of non ground contact interior wood component(s) of a covered structure and exterior wood components that have been top coated with an appropriate exterior paint, stain or sealer, which have been coated by a BluwoodUSA licensed coating facility with the BLUWOOD two part Perfect Barrier DOT Wood Preservative and Infusion Film process (BLUWOOD Coated Components). The surface of the BLUWOOD Coated Component(s) is warranted against mold fungus growth on the cured surface of the film; rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants, due to the failure of BLUWOOD's two part system while owned by the original owner-occupant of the covered structure and for 10 years by any qualifying successor owner/occupant within the immediate 30 year period from date of original owner/occupant (Warranty Period), which renders the BLUWOOD Coated Component incapable of performing its intended function. This Lifetime Limited Warranty applies only to BLUWOOD Coated Component(s) incorporated into residential covered structure construction, or BLUWOOD Coated Component(s) specifically approved in writing by BluwoodUSA for incorporation into a non-residential structure (Covered Structure).

Furthermore BluwoodUSA warrants the coated surface of interior wood components of a covered structure for up to 6 months in an exposed vertical framed state, subject to proper documentation indicating completion of structure exterior wrapping process. Subject to the Warranty Exclusions and Limitations of Liability set forth below, BluwoodUSA will repair, recoat, or replace, at no cost to the original owner-occupant and any qualifying successor(s), any BLUWOOD Coated Component(s) that becomes unfit for its intended function or purpose, during the Warranty Period, solely as a result of mold fungus growth on the cured surface of the film; rot fungi decay or wood ingesting insects (including subterranean and Formosan termites), or carpenter ants, due to the failure of the certified BLUWOOD two-part coating system. The Warranty Period begins on the date that a Warranty Registration Confirmation is issued by BluwoodUSA, requiring the issuance of a certificate of occupancy or upon occupancy by the original residential owner/occupant, whichever later occurs. This Lifetime Limited Warranty is transferable to the qualified successor(s) in

interest of the original owner-occupant upon the qualified successor(s) re-registering the Lifetime Limited Warranty in his/her name with BluwoodUSA at [www.bluwood.com](http://www.bluwood.com) and forwarding the Life-Time Limited Warranty Registration administration fee in the amount of \$300.00 to BluwoodUSA, Inc., 4357 Cowing Rd., Lakewood, New York 14750

2. Warranty Exclusions This Lifetime Limited and Qualified Successor(s) Warranty(s) (Warranty) does not cover, and specifically excludes, any loss or damage to any BLUWOOD Coated Component(s) that has been caused in part or whole by:

- The inherent and natural Characteristics of some types of wood to split, warp, buckle, bow, collapse, twist or deform
- Any application or use of a BLUWOOD Coated Component(s) for which it was not intended
- The performance or appearance of any top-coat system. These features are dependent upon quality of the top-coat and the application methods controlled by the applicator, manufacturer and subsequent maintenance detailed in the manufacturers' application guidelines.
- Any exposed uncoated surface. BLUWOOD sealer, a wood sealer or exterior paint must be applied to prevent wicking through the end-grain when used with a topcoat system. BLUWOOD sealer should be applied to interior exposed surfaces in areas of excessive moisture and wood ingesting insect opportunity.
- Improper installation of any BLUWOOD Coated Component(s) or installation of such component in violation of any applicable law, rule, ordinance or code
- Negligent or improper construction of the Covered Structure
- Improper design of, or improperly manufactured BLUWOOD Coated Component(s)
- Application of BLUWOOD's two part factory-applied wood coating process, the Perfect Barrier DOT Wood Preservative and Infusion Film process, to wood component(s) by anyone other than a BluwoodUSA licensed facility.
- Normal wear and tear that removes the protective surface, physical abuse or neglect of BLUWOOD Coated Component(s)
- Wind, fire, lightning, ground subsidence or settlement, earthquake, flood or hail
- Acts of God
- Criminal activity, civil insurrection, riot, terrorism, or war
- Acts of government authorities or agencies
- Improper installation of, defects in, or failure of

any other building materials used in the Covered Structure

- Wood destroying animals
- Non wood ingesting insects
- BLUWOOD Coated Components used in a residential, commercial or manufacturing structure where any chemical or biological agents have been introduced.
- This Lifetime Limited Warranty shall become immediately void and no effect, and shall not be reinstated if a Covered Structure is abandoned, not properly maintained or protected from the weather by the original residential owner/occupant or qualified successor(s) in interest for a period exceeding ninety (90) days
- BLUWOOD Coated Components not installed in compliance with all applicable building codes (BLUWOOD Coated Components are not approved for any code required lumber application), nor does it cover design, application, workmanship or construction of the Covered Structure in which the BLUWOOD Coated Component(s) have been installed.
- Insect "grazing" damage that does not affect the structural integrity of the BLUWOOD Coated Component(s).
- Damage resulting from an owner's failure to comply with the inspection and maintenance requirements set out in this Lifetime Limited Warranty
- Product not installed in compliance with all applicable building codes, or requirements set forth in the Residential Covered Structure Lifetime Limited Warranty.

3. Inspection and Maintenance/ Installation To maintain the warranty for supplemental wood ingesting insect protection, all applicable state and local building codes for a Primary Termite Treatment must be satisfied. NOTE: If state and/or local codes require a Primary Termite Treatment, the covered structure must be inspected at least once a year by a duly licensed and certified pest control operator, and the owner shall obtain a Subterranean Termite Re-Treatment Agreement and Pest Control Bond from a reputable pest control company effective throughout the term of this Lifetime Warranty, requiring re-treatment and repair of any structural damage by the pest control company. The owner shall claim against such bond before making a claim against BluwoodUSA. BluwoodUSA's liability shall be for damage in excess of that covered by such bond. To maintain this warranty for supplemental wood ingesting insect protection if a claim is filed, a properly licensed contractor must complete product(s)

installation and remedial work promptly. Additional treatments will be promptly conducted as necessary based on the results of the inspections. The Covered Structure in which the BLUWOOD Coated Component(s) are installed must be in compliance with all applicable building codes. To qualify for the Life-Time Limited Warranty, BLUWOOD Coated Component(s) cannot be used in (1.) an exterior exposure or in an interior space that creates an exterior environment, unless top-coated by an appropriate exterior paint, sealer or stain. (2.) direct contact with the ground (3.) any application which allows by design, building code, purpose or intent the accumulation of free water (4.) standing water.

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 DOT Wood Preservative and Infusion Film has failed because the coated wood component(s) has become unfit for its original purpose due to mold fungus growth on the cured surface of the film or rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants. BluwoodUSA reserves the right to cure and have remedial work performed and to have affected BLUWOOD Coated Component(s) certified free of mold fungus growth on the cured surface of the film or damage from rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants.

5. Exclusion of Implied Warranties Limitation of Liability: This warranty is the only warranty applicable to the certified installed components. This limited warranty is in lieu of all other warranties, and no other warranties otherwise including, without limitation, those arising from the course of dealing or usage of trade or advertising, shall be binding on or obligate BluwoodUSA, except where such warranties arise under applicable consumer product warranty laws. In that event, the warranty is limited to such shorter periods permitted or required by the prevailing applicable law. Any implied warranties applicable to the BLUWOOD Coated Component(s) – Perfect Barrier DOT Wood Preservative and Infusion Film process, including warranties of merchantability and fitness for a particular purpose are disclaimed and excluded to the fullest extent allowed by law. In no event will BluwoodUSA be liable for any incidental, special, indirect, multiple, punitive,

or consequential damages or effects resulting from any defect in the BLUWOOD Coated Component(s) – Perfect Barrier DOT Wood Preservative and Infusion Film process, including, without limitation, loss of use, lost profits, diminution in value, or lost income, even if BluwoodUSA has been advised of the possibility of such damages or losses, or loss or damage to any non BLUWOOD Coated Component(s) even if such loss or damage is caused by BLUWOOD Coated Components.

6. 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 fungus growth on the cured surface of the film or rot fungi or wood ingesting insect damage (including subterranean or Formosan termites) or carpenter ants to the BLUWOOD Coated Component(s). Such notice must be sent by certified mail, return receipt requested, and must include the following information: date of discovery of mold fungus growth on the cured surface of the film or damage from rot fungi or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants, a description of the covered structure and BLUWOOD Coated Component(s) for which claim is being made, together with proof of BLUWOOD Coated Component(s) – Perfect Barrier DOT Wood Preservative and Infusion Film process of the Installed BLUWOOD Coated Component(s) in question; photo(s) of damaged area and/or BLUWOOD Coated Component(s) supplier(s) and building owners telephone number must be sent to the following address(s): (1) Building contractor of the residential covered structure. (2) BluwoodUSA, Inc., 4357 Cowing Rd., Lakewood, New York 14750. Building contractor of the residential covered structure and/or BluwoodUSA shall have thirty (30) days to accept or reject the claim in writing. The owner shall, upon request of building contractor of 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 non-destructive testing as often as building contractor of covered structure and/or BluwoodUSA deems reasonably necessary to process the claim.

7. Binding Arbitration Any controversy or claim arising out of or relating to this Lifetime 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 Lifetime 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.

8. Original Residential Owner/Occupant Lifetime Limited Warranty Registration An application is required to be completed and submitted to BluwoodUSA by either the building contractor of the residential covered structure or by their appointed authorized representative. The warranty registration application can either be completed on-line at [www.bluwood.com](http://www.bluwood.com) or by completing and mailing to BluwoodUSA, Inc., 4357 Cowing Rd., Lakewood, New York. 14750. Upon acceptance by BluwoodUSA the building contractor of the residential covered structure will be supplied by BluwoodUSA, either on-line or by mail; (1) A Warranty Registration confirmation number(s) (2) original copy of Covered Structure Lifetime Limited Warranty (3) copy of completed warranty application as provided to BluwoodUSA by either the building contractor of the residential covered structure or their authorized representative.

9. Qualified Successor(s) New Owner Occupant Lifetime Limited Re-Registration Requirements To transfer warranty, a \$300 reregistration application and administration fee is required to be completed by all successor(s) new owner occupants, pending a Warranty Registration Confirmation to be supplied by BluwoodUSA to the successor(s) new owner occupants. Warranty Registration can be processed by going to [www.bluwood.com](http://www.bluwood.com) and by forwarding completed Lifetime Limited Warranty re-registration application with administration fee to BluwoodUSA, Inc., 4357 Cowing Rd., Lakewood, New York 14750.

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