

THE MICROPRO®/LIFEWOOD® RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY (“LIMITED WARRANTY”)

WHAT IS COVERED

This Limited Warranty is for wood product pressure treated with MicroPro®/LifeWood® brand micronized copper azole compounds sold or labeled as MicroPro®/LifeWood® brand wood product or as covered by this Limited Warranty (“MicroPro/LifeWood Wood Product”). Koppers Performance Chemicals Inc. (“KPC”) will provide original consumer purchasers or “first-owners” of MicroPro/LifeWood Wood Product that “structurally fails” either, in KPC’s sole discretion, replacement MicroPro/LifeWood Wood Product (MicroPro/LifeWood Wood Product only) for the MicroPro/LifeWood Wood Product that “structurally fails” or a refund of the monetary equivalent of the MicroPro/LifeWood Wood Product that “structurally fails” up to the original purchase price.

This Limited Warranty is not transferable from an original consumer purchaser or “first-owner” to any subsequent consumer or owner, tenant, or successor of the real property on which MicroPro/LifeWood Wood Product is installed.

“First-owners” means:

- the owner-of-record of the real property on which MicroPro/LifeWood Wood Product was installed at the time the MicroPro/LifeWood Wood Product was installed; or
- if MicroPro/LifeWood Wood Product was installed by a builder-contractor-owner in connection with new construction on real property owned by such builder-contractor-owner, the first owner-of-record that acquires such real property from the builder-contractor-owner.

“Structurally fails” means the inability of MicroPro/LifeWood Wood Product to perform its intended function due to fungal decay or termite attack. “Fungal decay” means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, and/or fungi associated with the appearance or “weathering” of wood. “Weathering” of wood is not fungal decay of any type.

TO IDENTIFY A MICROPRO®/LIFEWOOD® BRAND WOOD PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify MicroPro/LifeWood Wood Product. Simply look for the end tag or ink stamp on each piece of MicroPro/LifeWood Wood Product. Make sure you receive and retain original end tag(s) for each piece of MicroPro/LifeWood Wood Product, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder. In the event of a claim, it will be necessary to present this documentation for all MicroPro/LifeWood Wood Product that is claimed to have structurally failed.



WARRANTY CONDITIONS

This Limited Warranty applies only if each of the following conditions are met:

- MicroPro/LifeWood Wood Product must be used only in residential or agricultural applications and as specified on the ink stamp and/or end tag attached to the MicroPro/LifeWood Wood Product.
- Specifically, “Above Ground” MicroPro/LifeWood Wood Product must be used only in “Above Ground” applications. (“Above Ground” applications are above ground uses of MicroPro/LifeWood Wood Product where the MicroPro/LifeWood Wood Product is not in contact with soil, placed on or over soil using a synthetic barrier or plastic material, subject to frequent wetting or continually exposed to heavy vegetation, mulch products, fill dirt, or other conditions that could simulate a ground contact exposure.) “Ground Contact” MicroPro/LifeWood Wood Product can be used in either “Above Ground” or “Ground Contact” applications. “Ground Contact” applications are uses where MicroPro/LifeWood Wood Product is used:
 - ❖ in contact with the ground, fresh water, or other situations favorable to deterioration;
 - ❖ above ground, but is difficult to maintain, repair or replace and is critical to the performance and safety of the entire system/construction (e.g., joists and beams for decks and fresh water docks); or
 - ❖ above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.
- Examples of “Ground Contact” general use applications include fence posts, deck posts, guardrail posts, structural lumber, joists and beams for decks and freshwater docks, and timbers located in regions of low natural potential for wood decay and insect attack.
- “Above Ground” MicroPro/LifeWood Wood Product must be treated with MicroPro®/LifeWood® brand micronized copper azole compounds to a minimum 0.06 pcf preservative retention level and “Ground Contact” MicroPro/LifeWood Wood Product must be treated with MicroPro®/LifeWood® brand micronized copper azole compounds to a minimum 0.15 pcf preservative retention level. MicroPro/LifeWood Wood Product must be treated by a licensed treating facility.

- MicroPro/LifeWood Wood Product must be used in accordance with state and local building codes.
- A brush on endcoat wood preservative must be applied at the time of construction on all saw cuts and drill holes for Douglas-Fir and Hem-Fir treated MicroPro/LifeWood Wood Product. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: Follow the manufacturer’s directions for proper application. This Limited Warranty will not cover Douglas-Fir and Hem-Fir treated MicroPro/LifeWood Wood Product for which there is no evidence that an endcoat wood preservative was applied in accordance with the manufacturer’s directions at the time of the initial installation.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, wood exposed to salt or brackish water, building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers, shakes and shingles, specialty items, such as spindles, ball tops, lattice and railing or any other products that have been milled after treatment.
- The structural failure of projects or structures containing any MicroPro/LifeWood Wood Product where some or all of the MicroPro/LifeWood Wood Product has been used in contact with untreated or treated material that has been used in an improper application, or in contact with any older construction with any evidence of decay.
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product used in contact with the ground, fresh water, or other situations favorable to deterioration; used above ground but is difficult to maintain, repair or replace and is critical to the performance and safety of the entire system/construction (e.g., joists and beams for decks and fresh water docks); or used above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.
- The structural failure of MicroPro/LifeWood Wood Product where the MicroPro/LifeWood Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.).
- The structural failure of MicroPro/LifeWood Wood Product caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate MicroPro/LifeWood Wood Product, or structural failure resulting from such an occurrence.
- The delamination of MicroPro/LifeWood Wood Product including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on MicroPro/LifeWood Wood Product that is aesthetic.
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product when wetted on a frequent or recurrent basis, such as fresh water docks and walkways, swimming pools, hot tubs, or by watering systems (e.g., waves or water level changes, on a fresh water dock or where wind or watering causes frequent wetting);
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product, with the exception of fence board pickets, when installed less than six inches above ground (final grade after landscaping) and supported on permeable building materials (e.g., treated wood or concrete).
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product used when there is a reasonable expectation that soil, vegetation, leaf litter or other debris may build up and remain in contact with the component; or when the construction itself, other structures or anticipated vegetation growth will not allow air to circulate underneath the construction and between decking boards.
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product used in construction that does not allow for water drainage.
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product used in construction of a greenhouse.
- The structural failure of “Above Ground” MicroPro/LifeWood Wood Product used in tropical climates.
- Damage to MicroPro/LifeWood Wood Product other than structural failure.

HOW TO MAKE CLAIMS

To make a claim under this Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) and a description of the structural failure along with the MicroPro/LifeWood Wood Product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, KPC requires an itemized

list of MicroPro/LifeWood Wood Product that structurally fails and an end tag from each piece of such MicroPro/LifeWood Wood Product. Send this information to:

Koppers Performance Chemicals Inc.

Attn: Consumer Affairs

P. O. Drawer 0

Griffin, Georgia 30224-0249

Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, KPC will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available to you replacement MicroPro/LifeWood Wood Product in exchange for MicroPro/LifeWood Wood Product that structurally failed or, in KPC’s sole discretion, refund the monetary equivalent of such MicroPro/LifeWood Wood Product, up to the original purchase price. KPC reserves the right to have a representative inspect all MicroPro/LifeWood Wood Product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this Limited Warranty are not met, KPC shall have no obligation under this Limited Warranty.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of MicroPro/LifeWood Wood Product, the original consumer purchaser or first-owner of MicroPro/LifeWood Wood Product accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

The only obligation of KPC and the exclusive remedy available under this Limited Warranty is limited to, in KPC’s sole discretion, providing replacement MicroPro/LifeWood Wood Product (MicroPro/LifeWood Wood Product only) for MicroPro/LifeWood Wood Product that structurally fails or refund of the monetary equivalent of such MicroPro/LifeWood Wood Product, up to the original purchase price. KPC is not responsible for any costs associated with removal or disposal of any MicroPro/LifeWood Wood Product or delivery or installation of the replacement MicroPro/LifeWood Wood Product.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KPC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL KPC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state. To the extent permitted by applicable law, this Limited Warranty is governed by and construed in accordance with the laws of the State of Georgia.

Subject to the other terms, conditions, limitations and exclusions in this Limited Warranty, any action for breach of this Limited Warranty must be commenced within one (1) year after you knew or should have known of the occurrence of the structural failure.

The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this Limited Warranty or in connection with the MicroPro/LifeWood Wood Product must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party arising under this Limited Warranty or in connection with the MicroPro/LifeWood Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts.

KPC’s failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this Limited Warranty shall not be construed to be a waiver of such provisions.

This Limited Warranty constitutes the complete and exclusive agreement between you and KPC with respect to the subject matter contained in this Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by KPC or its agents that differ in any manner from the terms of this Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of KPC.

Invalidity or unenforceability of any provision of this Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This Limited Warranty is valid only for MicroPro/LifeWood Wood Product used in the continental United States, Alaska and Hawaii.

This Limited Warranty applies to MicroPro/LifeWood Wood Product purchased after September 1, 2016, unless superseded. For more information call 800-585-5161, or visit www.kopperspc.com.