

## THE SEVERE WEATHER® RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY (“LIMITED WARRANTY”)

### WHAT IS COVERED

This Limited Warranty is for wood product pressure treated with Severe Weather® brand Propiconazole, Tebuconazole, and Imidacloprid sold or labeled as Severe Weather® brand wood product or as covered by this Limited Warranty (“Severe Weather Wood Product”). Koppers Performance Chemicals Inc. (“KPC”) will provide original consumer purchasers or “first-owners” of Severe Weather Wood Product that “structurally fails” either, in KPC’s sole discretion, replacement Severe Weather Wood Product (Severe Weather Wood Product only) for the Severe Weather Wood Product that “structurally fails” or a refund of the monetary equivalent of the Severe Weather 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 Severe Weather Wood Product is installed.

“First-owners” means:

- the owner-of-record of the real property on which Severe Weather Wood Product was installed at the time the Severe Weather Wood Product was installed; or
- if Severe Weather 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 Severe Weather 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 SEVERE WEATHER® BRAND WOOD PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify Severe Weather Wood Product. Simply look for the end tag or ink stamp on each piece of Severe Weather Wood Product. Make sure you receive and retain original end tag(s) for each piece of Severe Weather 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 Severe Weather Wood Product that is claimed to have structurally failed.



### WARRANTY CONDITIONS

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

- Severe Weather 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 Severe Weather Wood Product.
- Specifically, “Above Ground” Severe Weather Wood Product must be used only in “Above Ground” applications. (“Above Ground” applications are above ground uses of Severe Weather Wood Product where the Severe Weather 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.)
- “Above Ground” Severe Weather Wood Product must be treated with Severe Weather® brand Propiconazole, Tebuconazole, and Imidacloprid to a minimum 0.018 pcf preservative retention level. Severe Weather Wood Product must be treated by a licensed treating facility.
- Severe Weather 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 Severe Weather 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 Severe Weather 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 Severe Weather Wood Product where some or all of the Severe Weather 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” Severe Weather 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 Severe Weather Wood Product where the Severe Weather Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.).
- The structural failure of Severe Weather 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 Severe Weather Wood Product, or structural failure resulting from such an occurrence.

- The delamination of Severe Weather Wood Product including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on Severe Weather Wood Product that is aesthetic.
- The structural failure of “Above Ground” Severe Weather 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” Severe Weather 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” Severe Weather 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” Severe Weather Wood Product used in construction that does not allow for water drainage.
- The structural failure of “Above Ground” Severe Weather Wood Product used in construction of a greenhouse.
- The structural failure of “Above Ground” Severe Weather Wood Product used in tropical climates.
- Damage to Severe Weather 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 Severe Weather Wood Product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, KPC requires an itemized list of Severe Weather Wood Product that structurally fails and an end tag from each piece of such Severe Weather 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 Severe Weather Wood Product in exchange for Severe Weather Wood Product that structurally failed or, in KPC’s sole discretion, refund the monetary equivalent of such Severe Weather Wood Product, up to the original purchase price. KPC reserves the right to have a representative inspect all Severe Weather 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 Severe Weather Wood Product, the original consumer purchaser or first-owner of Severe Weather 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 Severe Weather Wood Product (Severe Weather Wood Product only) for Severe Weather Wood Product that structurally fails or refund of the monetary equivalent of such Severe Weather Wood Product, up to the original purchase price. KPC is not responsible for any costs associated with removal or disposal of any Severe Weather Wood Product or delivery or installation of the replacement Severe Weather 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 Severe Weather 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 Severe Weather 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 Severe Weather Wood Product used in the continental United States, Alaska and Hawaii.

## IMPORTANT APPLICATION INFORMATION

- Fasteners - Severe Weather® offers many benefits including significantly improved corrosion performance. Severe Weather brand pressure treated wood exhibits corrosion rates on metal products similar to untreated wood.

**For interior or exterior applications** use fasteners and hardware that are in compliance with the manufacturer's recommendations and the building codes for their intended use. As with any good design and construction practices, Severe Weather treated wood should not be used in applications where trapped moisture or water can occur. Where design and or actual conditions allow for constant, repetitive, or long periods of wet conditions, only stainless steel fasteners should be used.

**Fasteners (and other metal products) for use with Severe Weather preserved wood products include:**

- Stainless Steel

Stainless steel fasteners and connectors are recommended for use with treated wood in other severe exterior applications such as swimming pools, salt water exposure, etc. - Type 304 and 316 are the recommended grades to use.

- Other fasteners and hardware as recommended by the manufacturer

There may be additional products (other than stainless steel or hot-dip galvanized) which are suitable for use with Severe Weather treated wood. Please consult with the individual fastener or hardware manufacturer for recommendations for use of their products with Severe Weather treated wood. In addition, carbon steel fasteners may be used for interior, above ground, weather-protected applications such as sill plates, interior framing and interior trusses.

- When appearance permits, attach boards bark side up. As a general rule, attach boards bark side up (annual rings arc upward) to reduce cupping; however, the best face should be placed up when a defect of the wood is apparent. Fasten thin boards to thicker boards to maintain structural integrity.
- Drill pilot holes - Drill pilot holes especially when nailing or screwing near the edge or end of a board. Pilot holes will help minimize splitting.
- Deck board spacing - Should the wood become wet during construction, butt deck boards together. As drying occurs, some shrinkage can be expected. If the wood is dry, allowing for shrinkage is not necessary.
- Use an endcoat preservative - Brush-on endcoat wood preservative is recommended on all saw cuts and into drill holes during construction of wood projects. Also apply on areas where moisture can collect. Follow manufacturer's recommendations.
- Apply a weather-resistant finish - Any exposed wood, pressure treated or not, should be protected from the weather. Application of a quality clear water repellent or semi-transparent stain, which contains water repellent, will help minimize the cycles of moisture take-up and loss the wood goes through outdoors. First, determine if your Severe Weather product has been pressure treated with a factory applied water repellent by looking at the end tag. If not factory water repellent treated, thoroughly clean your project with a deck cleaning product. Clear water repellent can be immediately applied to your deck or other project. If you choose to use a semi-transparent stain which contains a water repellent, you need to first check that your project is surface dry. Either wait until the surface is dry or immediately apply clear water repellent and wait approximately 8 weeks and then apply your chosen color of semi-transparent stain.

If the Severe Weather products contain a factory water repellent, an oil based stain can be applied in 30 - 60 days and water based stains can be applied after 6 months. Check that the wood is surface dry before applying stain. In all instances follow the manufacturer's directions when applying water repellents or semi-transparent stains which may contain water repellent.

## IMPORTANT INFORMATION

- Do not burn preserved wood.
- Wear a dust mask and goggles when cutting or sanding wood.
- Wear gloves when working with wood.
- Some preservative may migrate from the treated wood into soil/water or may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.
- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Wash work clothes separately from other household clothing before reuse.
- Preserved wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as fresh water docks and bridges.
- Do not use preserved wood under circumstances where the preservative may become a component of food, animal feed, or beehives.
- Do not use preserved wood as mulch.
- Only preserved wood that is visibly clean and free of surface residue should be used.
- If the wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.
- Disposal Recommendations - Preserved wood may be disposed of in landfills or burned in commercial or industrial incinerators or boilers in accordance with federal, state, and local regulations.
- If you desire to apply a paint, stain, clear water repellent, or other finish to your preservative treated wood, we recommend following the manufacturer's instructions and label of the finishing product. Before you start, we recommend you apply the finishing product to a small exposed test area before completing the entire project to insure it provides the intended result before proceeding.
- Projects should be designed and installed in accordance with federal, state, and local building codes and ordinances governing construction in your area and in accordance with the National Design Specifications (NDS) and the Wood Handbook.
- Mold growth can and does occur on the surface of many products, including untreated and treated wood, during prolonged surface exposure to excessive moisture conditions. To remove mold from the treated wood surface, wood should be allowed to dry. Typically, mild soap and water can be used to remove remaining surface mold. For more information visit [www.epa.gov](http://www.epa.gov).

**For more information call 800-585-5161, or visit [www.kopperspc.com](http://www.kopperspc.com)**