

# 20 Year Treated Substrate Limited Warranty

## FrameGuard® Treated Wood Limited 20-Year Warranty

SILVASTAR Forest Products (FP) warrants non-ground contact wood component(s) (including any wood source or wood fiber surface), which have been coated in accordance with SILVASTAR FP's written specifications for SILVASTAR FP's FrameGuard® Pack B™ wood (Certified Components) and top-coated per the paint manufacturer's application and/or warranty guidelines. The Certified Component(s) are warranted against structural damage caused by mold, fungus or wood ingesting insects (including subterranean termites but excluding Formosan termites). This warranty is valid while owned by the original owner and subsequent owner of the structure within the immediate 20 year period from date of original purchase (Warranty Period). This 20 Year Treated Substrate Limited Warranty applies only to Certified SILVASTAR FP coated wood component(s) incorporated into residential and commercial construction. The surface of each Component comes covered by a factory applied primer in addition to the FrameGuard® coating. The exposed surfaces must be top coated, after installation, with an exterior finish paint applied and maintained to manufacturer's guidelines with a minimum finish paint warranty of 20 years. All dried film specifications should be met and maintained throughout the life of this warranty. SILVASTAR FP further warrants that at the time of installation, the Certified SILVASTAR FP Treated Component(s) have been coated with FrameGuard® Pack B™ solution for protection from structural damage by mold, rot fungi and wood ingesting insects (including subterranean termite but excluding Formosan termites). Structural damage shall be defined as damage to the material(s), which renders it incapable of performing its intended function.

Subject to the Warranty Exclusions and Limitations of Liability set forth below, SILVASTAR FP will either repair or replace the defective portion or reimburse the covered owner for up to two times the original retail cost of the defective portion of the product. The warranty period begins on the date that certified SILVASTAR FP treated components are invoiced to the builder/homeowner, whoever is responsible for completing the installation of the SILVASTAR treated components.

SILVASTAR FP FrameGuard® Pack B is only covered under warranty when installed in the Continental United States.

### 2. Warranty Exclusions

This 20 Year Limited Warranty does not cover, and specifically excludes, any loss or damage to any Certified SILVASTAR FP treated wood component(s) that has been caused in whole or in part by:

- The performance or appearance of the top-coat system. These features are dependent upon top-coat quality and the application methods controlled by the topcoat manufacturer, applicator and subsequent maintenance detailed in the manufacturer's application guidelines.

Field cuts must be treated at time of construction with a suitable wood preservative end cut solution containing a minimum of 1% copper, as evidenced by proof of purchase or other receipt, OR primed and top coated prior to installation.

- 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 Certified SILVASTAR FP treated and coated wood component(s) for which it was not intended.
- Improper installation of any Certified SILVASTAR FP treated and coated wood component(s) or installation of such component in violation of any applicable law, rule, ordinance or code.
- Negligent or improper construction of the Structure.
- Improper design or improperly manufactured Certified Component(s).
- Normal wear and tear, physical abuse or neglect of a Certified SILVASTAR FP treated Component(s).
- Wind, fire, lightning, ground subsidence or settlement, earthquake, flood, hail and/or snow.
- Acts of God.
- Criminal activity, civil insurrection, riot, terrorism, or war.
- Acts of government authorities or agencies.
- Improper installation of, defects in, or failure on any other building materials used in the Structure.
- Wood destroying animals.
- Non wood-ingesting insects.
- Any structure where other chemicals or biological agents have been introduced.
- This 20 Year Limited Warranty shall become immediately void and no effect, and shall not be reinstated if a Structure is abandoned, not properly maintained or protected from the weather by the original residential owner/occupant for a period exceeding ninety (90) days.
- Certified SILVASTAR FP's coated wood components not installed in compliance with all applicable building codes, nor does it cover design, application or construction of the Structure, in which the certified SILVASTAR FP's coated wood component(s) have been installed or workmanship of the Certified SILVASTAR FP treated wood component(s) installed incorrectly.
- Insect "grazing" damage that does not affect the structural integrity of the Certified SILVASTAR FP's coated wood component(s).
- Products not installed in compliance with all applicable building codes, or requirements set forth in the 20 Year Limited Warranty.
- SILVASTAR FP reserves the right to discontinue or modify any of its products at any time, without notice to the consumer, and will not be liable as a result of such discontinuance or modification.

### 3. Inspection and Maintenance/Installation

To maintain the warranty against wood ingesting insect damage, (if required by local building codes) complete soil treatment (or other code accepted Primary Termite Treatment) with an EPA registered termiticide must be performed prior to construction by a certified pest control operator licensed to perform such work in the state which the property is located. Termite treatments must meet state and local building code requirements for treatment applications.

Soil treatments must cover foundation, around postholes, under floors of slab construction and around the perimeter of slabs and foundations. 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 20 Year Limited Warranty and requiring re-treatment of any structural damage by the pest control company. The owner shall claim against such bond before making a claim against SILVASTAR FP. SILVASTAR FP liability shall be for damage in excess of that covered by such bond. To maintain this warranty against all covered events, (if required by local building codes) a properly licensed contractor must complete product(s) installation and remedial work promptly. To maintain this warranty against all covered events, (if required by local building codes) the structure must be inspected at least once a year by a duly licensed and certified pest control operator. Additional treatment will be promptly conducted as necessary based on the results of the inspections. The Structure in which the Certified SILVASTAR FP coated wood component(s) are installed must be in compliance with all applicable building codes. The Certified SILVASTAR FP coated wood component(s) cannot be used in direct contact with the ground or in any application which allows for the accumulation of free water at any time during the Warranty Period.

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### 4. SILVASTAR FP Maximum Liability or Obligation

SILVASTAR FP sole obligation and liability is limited to up to two times the actual cost of replacement of the Certified SILVASTAR FP coated wood component(s) where SILVASTAR FP has acknowledged, in writing, or the owner that has demonstrated the Certified SILVASTAR FP coated wood component has failed because the coated wood component(s) has become structurally unsound due to mold fungus growth or wood ingesting insects (including subterranean termites but excluding Formosan termites) to the extent that the SILVASTAR FP coated wood component(s) are structurally damaged or unfit for its intended purpose due to the failure of FrameGuard® Pack B™ wood component coating. SILVASTAR FP's sole and exclusive liability will be for replacement or reimbursement, at SILVASTAR FP's option, of the failed wood component(s). If the wood component(s) that failed is part of a larger component(s) or structure, SILVASTAR FP shall only be liable for the specific part of component(s) that failed to comply with the warranty. SILVASTAR FP shall not be liable for (a) the cost of purchasing or applying the topcoat, (b) any costs associated with repair, removal, or disposal of damaged component(s) or the transport, handling, delivery, installation, construction or repair of any replacement component(s), or (c) any incidental, special, indirect, multiple, punitive, or consequential damages resulting from any defect in the component(s), including but not limited to personal injury, damage to property, loss of goodwill, or lost profits. In any event SILVASTAR FP's obligation under warranty shall not exceed the value of the component(s) subject to the claim as set forth on the purchase invoice.

### 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 SILVASTAR FP 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 SILVASTAR FP coated wood component(s) FrameGuard® Pack B™ coating, 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 SILVASTAR FP Trim be liable for any incidental, special, indirect, multiple, punitive, or consequential damages or effects resulting from any defect in the SILVASTAR FP coated wood component(s) FrameGuard® Pack B™ coating, including without limitation, loss of use, lost profits, diminution in value, or lost income, even if SILVASTAR FP has been advised of the possibility of such damages or losses, or loss or damage to any non SILVASTAR FP coated wood component(s) even if such loss or damage is caused by SILVASTAR FP coated wood component(s).

### 6. Claim Procedure Notification

To make a claim under this 20 Year Limited Warranty, the owner of the Covered Structure must notify the building contractor of the covered structure and SILVASTAR FP in writing within thirty (30) days of the actual notice of mold growth on the cured surface of the SILVASTAR FP treated film or rot fungi or wood ingesting insect damage from (including subterranean termites but excluding Formosan termites) to the Certified SILVASTAR FP coated wood component(s). Such notice must be sent by certified mail, return receipt requested, and must include the following information: date of discovery of mold growth on the cured surface of the SILVASTAR FP treated film or damage from rot fungi or wood ingesting insects (including subterranean termites but excluding Formosan termites), a description of the covered structure and Certified SILVASTAR FP coated wood component(s) for which claims are being made, together with proof of installation of Certified SILVASTAR FP coated wood component(s) in question; photo(s) of damaged area and/or Certified SILVASTAR FP coated wood component(s), supplier(s) and building owners telephone number must be sent to the following address(es):

(1) Building contractor of the structure.

(2) SILVASTAR FP, 4395 Curtis Road, Bellingham, WA 98226. Building contractor of the residential covered structure and/or SILVASTAR FP Trim shall have thirty (20) days to accept or reject the claim in writing. The owner shall, upon request of building contractor of covered structure and/or SILVASTAR FP 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 SILVASTAR FP deems reasonably necessary to process the claim.

### 7. Binding Arbitration

Any controversy or claim arising out of or relating to this 20 Year 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 Bellingham, WA. 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 Washington without regard for the state's choice of law or conflicts of law's rules.

