



TECHNICAL NOTE

FOR ADDITIONAL INFORMATION: www.frtw.com or 1.800.TEC.WOOD (832.9663)

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

- I. LIMITED WARRANTY – Copper Naphthenate wood preservative is used by Hoover Treated Wood Products, Inc. (“Hoover”) to pressure treat lumber, timbers, plywood, and engineered wood products (referred to as “Product” or “Products”) for exterior use only. Hoover provides the Limited Warranty only to the original purchaser of the Product or to the original owner of the property/structure that the Product is incorporated into. Hoover warrants that for a period of twenty-five (25) years, its Product will be free from structural failure in service caused by fungal decay (rot) or termite attack provided the Product is installed in accordance with applicable industry standards. The term “structural failure” means the inability of the Product to perform its intended function due to fungal decay (rot) or termite attack. The term “fungal decay (rot)” means attack by wood-destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, sap stain, and/or fungi. Whether the Product suffers a structural failure in service caused by fungal decay (rot) or termite attack will be determined by Hoover in its sole discretion. No representative, salesperson, distributor, or any other person is authorized to make any other warranty or promise on behalf of Hoover with respect to the Product.
- II. DURATION OF THE LIMITED WARRANTY AND TRANSFERABILITY - This twenty-five (25) year Limited Warranty begins to run on the date the Product is sold by Hoover to the original purchaser of the Product or to the original owner of the property/structure that the Product is incorporated into. This Limited Warranty is non-transferable and non-assignable beyond the original purchaser of the Product or the original owner of the property/structure that the Product is incorporated into.
- III. LIMITED WARRANTY COVERAGE AND EXCLUSIVE REMEDY – If, after inspection, Hoover determines the Product has structurally failed due to fungal decay (rot) or termite attack, Hoover, at Hoover’s option and in its sole discretion, will either (1) provide a replacement wood member or members (to replace each piece of Product that has structurally failed), or (2) pay to the original purchaser of the Product or the original owner of the property/structure that the Product is incorporated into an amount of money equal to the original purchase price of each piece of Product that has structurally failed. These remedies are the exclusive remedies for breach of this Limited Warranty. Hoover is not responsible or liable for any costs associated with the removal and disposal of damaged Product or delivery or installation of the replacement Product or any other product.
- IV. WARRANTY EXCLUSIONS – HTWP shall not be liable in any manner whatsoever except as expressly stated in Section III of this Limited Warranty. This Limited Warranty does not cover and Hoover shall not be liable or responsible whatsoever for: (a) damage caused by something other than fungal decay (rot) or termite attack; (b) damage caused by overloading of treated wood members; (c) damage caused to treated wood members during the construction process or during use; (d) damage caused by “weathering” of treated wood members, including, but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or delamination; (e) damage caused by defects in the treated wood members themselves; (f) damage caused by direct contact with bituminous materials such as deck protective wrap,

asphalt or tar/felt paper; (g) damage caused by failure to follow standard industry guidelines concerning installation and use of treated wood members; (h) damage caused by failure to use appropriate fasteners with treated wood members; (i) damage caused by any other abuse or misuse by the purchaser or installer of the Product; (j) damage caused by natural acts of God including, but not limited to, wind, lightning, hurricanes, tornadoes, hailstorms, volcanic eruption, or earthquakes; (k) structural failure of projects or structures containing the Product where some or all of the Product has been used in contact with untreated or treated material that has been used in an improper application; (l) structural failure of projects or structures containing the Product where some or all of the Product has been used in contact with older construction which exhibits evidence of fungal decay (rot) or termite attack; (m) structural failure of the Product where the Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.); and (n) damage caused by use of the Product on the interior of a building or structure or any other interior application. In addition, in no event shall Hoover be liable for any damage whatsoever where Sections V and VI of this Limited Warranty (set forth below) have not been strictly complied with.

V. ADDITIONAL LIMITED WARRANTY QUALIFICATIONS AND EXCLUSIONS

1) This Limited Warranty is valid only if all of the purchased Product was inspected during Hoover's manufacturing process by an inspection agency accredited by the American Lumber Standards Committee (ALSC) for compliance with all requirements and specifications of the American Wood Protection Association (AWPA) for the chemical treatment of wood.

2) The Product is treated either to AWPA use category 3B (UC3B) for above ground use or AWPA use category 4B/4C (UC4B/UC4C) for ground contact use. The applicable AWPA use category is located on the quality mark stamped on the Product. The Product should only be used in accordance with AWPA use category 3B for above ground use. Hoover is not responsible or liable for structural failure of "Above Ground" UC3B Product used in contact with the ground, fresh water, or other situations favorable to deterioration. Hoover is not responsible or liable for structural failure of "Above Ground" UC3B Product used above ground but where the Product is difficult to maintain, repair, or replace and is critical to the performance and safety of the entire system/construction. Hoover is not responsible or liable for structural failure of "Above Ground" UC3B Product used above ground but where the Product is subject to ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes, or construction. The Product should only be used in accordance with AWPA use categories 4A, 4B, and 4C for ground contact and should not be used in direct contact with water. Refer to AWPA Standard U1 for any special considerations and or restrictions, for example the use of AWPA use category 4A (UC4A) or greater for above ground applications that are difficult to maintain, repair, or replace and are critical to the performance and safety of the entire system/construction. Failure to use the Product in accordance with the proper AWPA use category and as referenced in this Section will void the Limited Warranty and Hoover will have no further obligations with respect to the Product or under the Limited Warranty.

VI. FABRICATION - If the Product is subject to cross-cutting or boring during construction, this Limited Warranty is valid only if Copper Naphthenate has been re-applied to all cut ends (exposed surfaces) as specified in AWPA M4-21 which is the Standard for the Handling, Storage, Field Fabrication and Field Treatment of Preservative-Treated Wood Products. Failure to properly treat and protect all cut ends

(exposed surfaces) as set forth in this Section will void the Limited Warranty and Hoover will have no further obligations with respect to the Product or under the Limited Warranty.

VII. HOW TO MAKE CLAIMS – Any claim for structural failure caused by fungal decay (rot) or termite attack must be made promptly after the claimant discovers the alleged structural failure but in no event later than forty-five (45) days after the claimant discovers the alleged structural failure. All claims must be made in writing, must include photographs, must include a description of the damage, and must include a copy of the original purchase invoice. The validity of the original purchase invoice will be determined by Hoover in its sole discretion. Send all written claims and documentation to:

Hoover Treated Wood Products, Inc.

Attn: Claims

154 Wire Road

Thomson, GA 30824

Make sure to include a valid email address and a contact phone number.

Prior to any repair or removal of damaged Product from service (absent immediate safety concerns), the claimant must give Hoover or its authorized representatives a reasonable opportunity to inspect the Product and the structure into which the Product is installed and to obtain pictures and samples of the Product. This right to inspect includes the right to enter upon the claimant's property upon reasonable notice. Failure to provide Hoover with a reasonable opportunity to inspect will void the Limited Warranty and Hoover will have no further obligations with respect to the Product or under the Limited Warranty.

VIII. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: EXCEPT AS SET FORTH HEREIN, HOOVER MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, HOOVER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HOOVER'S LIABILITY IS LIMITED TO THE REMEDIES PROVIDED HEREIN. HOOVER SHALL NOT BE LIABLE OR RESPONSIBLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT COVERED BY THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, DAMAGE TO THE BUILDING INTO WHICH THE PRODUCT IS INCORPORATED OR ITS CONTENTS, OR ANY OTHER LOSS IN CONNECTION WITH OR ARISING OUT OF THE PURCHASE OR USE OF HOOVER'S PRODUCT, WHETHER RESULTING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY. HOOVER'S MAXIMUM LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID TO HOOVER FOR THE PRODUCT AT ISSUE IN THE CLAIM.

ALL ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE MUST BE COMMENCED AGAINST HOOVER WITHIN ONE (1) YEAR OF THE DATE THAT CLAIMANT DISCOVERED OR SHOULD HAVE DISCOVERED THE STRUCTURAL FAILURE OF THE PRODUCT OR ANY OTHER ALLEGED DEFECT UPON WHICH SUCH ACTION IS BASED.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. To the extent permitted by law, this Limited Warranty is governed by and construed in accordance with the laws of the State of Georgia.

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