

YELLAWOOD® COLUMN LIMITED LIFETIME WARRANTY

Original consumer purchasers of specific YellaWood® columns treated by Great Southern Wood Preserving, Incorporated (or its subsidiaries or for Great Southern by its TSO providers) with micronized copper azole or micronized copper quaternary who are “first-owners” (as defined below) are eligible for a non-transferable residential limited lifetime warranty. Subject to the terms and conditions of this warranty, Great Southern Wood Preserving, Incorporated (“Great Southern”) will either (in its sole discretion) replace or refund up to the original purchase price for those YellaWood® columns that “structurally fail” in service due to rot, fungal decay or termite attack during the ownership period of the “first-owner”. For purposes of this warranty, structural failure is defined as the inability of a given member to perform its intended function due to rot, fungal decay, or termite attack only. This warranty is valid only in the continental United States.

“FIRST-OWNER” COVERAGE

To qualify for the non-transferable residential YellaWood® Column Limited Lifetime Warranty, you must be the owner-of-record of the real property at the time the YellaWood® columns are installed on the real property, (the “first-owner”) or if the warranted column was installed by a builder or contractor that owned the real property for resale to residential consumers, (the “builder-contractor-owner”) “first-owner” means the owner-of-record first acquiring the real property from the builder-contractor-owner. The YellaWood® column warranty is applicable only to eligible “first-owners” and is not transferable from the first-owner to subsequent owners of the real property.

TO IDENTIFY A YELLAWOOD® COLUMN, LOOK FOR THE YELLAWOOD® END TAG

It's easy to identify warranted YellaWood® columns. Simply look for the plastic end tag on each YellaWood® column. If the end tag reads “YellaWood Columns” and “LIMITED LIFETIME WARRANTY” and was treated by Great Southern (or its subsidiaries or for Great Southern by its TSO providers), it is a warranted column subject to the terms and conditions of this warranty. Make sure you receive and retain the proof-of-purchase certificate(s) or end tag(s) for each YellaWood® column as well as the original purchase invoice from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation for all column(s) for which you are making a claim.



WHAT THE WARRANTY COVERS

The YellaWood® Column Limited Lifetime Warranty covers YellaWood® columns only from the date of purchase by the first-owner against structural failure caused by rot, fungal decay or termites. The terms, “rot” and “fungal decay,” as used in this warranty mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the “weathering” of wood. “Delamination,” “joint separation” and “weathering” of wood are not decay, fungal decay, or rot of any type or definition. The obligation of Great Southern under the terms of this warranty is, at Great Southern’s sole discretion, limited to replacement of or refund of up to the original purchase price for structurally failed YellaWood® columns. This warranty extends only to YellaWood® columns treated with micronized copper azole (treated to 0.06 pcf retention levels) or micronized copper quaternary (treated to 0.15 pcf retention levels) used in residential applications allowed by this warranty.

WARRANTY EXCLUSIONS*

- Great Southern is not responsible for any damage to YellaWood® columns (a) used in commercial, industrial, or agricultural structures or settings, (b) that have been exposed to salt water, or (c) resulting in structural failure arising from any cause other than rot, fungal decay or termite damage.
- Great Southern is not responsible for any damage to YellaWood® columns resulting from any application of YellaWood® columns other than that specified as an appropriate usage as noted on end tag attached to the column.
- Great Southern is not responsible for damage to YellaWood® columns caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of the wood.
- Great Southern is not responsible for any costs associated with removal of damaged wood product(s) or the YellaWood® columns and is not responsible for the delivery or installation of the replacement YellaWood® column(s).
- Great Southern is not responsible for any incidental, consequential, special, or indirect damages (to the maximum extent allowed by law) claimed to be a result of damaged or undamaged YellaWood® columns.
- Great Southern is not responsible for other manufacturing defects (including, without limitation, delamination, or joint separation) in YellaWood® columns, and this is not a warranty of general structural integrity.
- Great Southern is not responsible for corrosion of fasteners, hardware or any other material(s) or any damage resulting from such an occurrence.
- Great Southern is not responsible for mold growth on YellaWood® columns.
- Great Southern is not responsible for rot, fungal decay, or termite damage if the YellaWood® columns are in contact with the ground.

*(These exclusions are in addition to those otherwise set forth in this warranty.)

HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the YellaWood® column proof-of-purchase certificate and/or the end tag plus a copy of your original purchase invoice to:

GREAT SOUTHERN WOOD PRESERVING, INCORPORATED
P.O. BOX 610 | ABBEVILLE, AL 36310

Great Southern will, within sixty (60) days from the date of receiving notice of your claim, and upon receipt of the proper documentation and provided that there is coverage under the terms and conditions of this warranty, make arrangements to exchange the damaged column(s) for new YellaWood® columns or refund up to the original purchase price. Great Southern reserves the right to have a representative inspect each column that is claimed to have structurally failed prior to its removal from service. NOTE: The obligation of Great Southern under the terms of this warranty is limited to replacement or refund of up to the original purchase price of columns that have structurally failed due to rot, fungal decay or termite attack only. This warranty is given by Great Southern Wood Preserving, Incorporated only and no other person or entity. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GREAT SOUTHERN DISCLAIMS AND MAKES NO OTHER CONDITIONS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GREAT SOUTHERN SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES RELATED TO OR ARISING FROM THIS WARRANTY OR THE COLUMN(S). NOTHING IN THIS WARRANTY SHALL EXTEND THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION, OR CREATE ADDITIONAL IMPLIED WARRANTIES.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental, consequential, special, or indirect damages, so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This warranty is valid only in the continental United States.