

FLAMEPRO® FIRE RETARDANT TREATED WOOD LIMITED WARRANTY ("LIMITED WARRANTY")

WHAT IS COVERED

This Limited Warranty is for wood product pressure treated with FlamePro® brand fire retardant sold or labeled as FlamePro® brand wood product or as covered by this Limited Warranty ("FlamePro Wood Product"). For a period of fifty (50) years from the date of installation, Koppers Performance Chemicals Inc. ("KPC") will provide "contractors/builders" who use FlamePro Wood Product that "structurally fails" the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product.

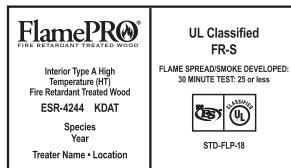
This Limited Warranty is not transferable.

"Contractors/builders" means the installer of FlamePro Wood Product on real property owned by such contractor/builder or any other owner-of-record.

"Structurally fails" means a reduction in strength below the strength properties published in ESR 4244 (or the applicable treater ESR label number referencing KPC's ESR 4244) caused by the FlamePro® fire retardant chemical.

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

It's easy to identify FlamePro Wood Product. Simply look for the end tag or ink stamp on each piece of FlamePro Wood Product. Make sure you retain original end tag(s) for each piece of FlamePro Wood Product, if available, as well as the purchase receipt(s). In the event of a claim, it will be necessary to present this documentation for all FlamePro Wood Product that is claimed to have structurally failed.



Product Stamp

WARRANTY CONDITIONS

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

- FlamePro Wood Product must be used only in interior applications and as specified on the ink stamp and/or end tag attached to the FlamePro Wood Product.
- FlamePro Wood Product must be kiln dried after treatment in accordance with KPC's specifications current at the time of treatment.
- FlamePro Wood Product must be handled, stored, and installed in accordance with KPC's literature current at the time of purchase a copy of which is available from 1-800-585-5161 or <http://www.kopperspc.com>.
- FlamePro Wood Product must be labeled with an Underwriters Laboratories, Inc. label and ESR 4244 label (or the applicable treater ESR label number referencing KPC's ESR 4244) indicating that the treated wood product is FlamePro Wood Product.
- FlamePro Wood Product must only be used and installed in applications that meet all applicable laws and building codes at the time of installation, including, but not limited to, the National Forest Product Association's National Design Specification and the American Plywood Association's Plywood Design Standard(s), and must be approved by the building code authority having jurisdiction over the structure. If no building codes apply, FlamePro Wood Product must only be used and installed in applications that meet the International One and Two-Family Dwelling Code or the International Building Code in effect at the time of construction.
- If used in a roof application, (1) FlamePro Wood Product must only be used and installed in applications that are designed to an industry recognized design customarily used in the construction industry, (2) the attic and/or roof assembly must not exceed temperatures of 150°F at any time, and (3) all FlamePro Wood Product must be a minimum of 7/16" in thickness and a minimum of 4 plies.
- The structure incorporating the FlamePro Wood Product must not contain any other fire retardant treated wood. However, this condition does not affect contractors/builders from incorporating other KPC brand pressure treated wood products into the structure.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover:

- **Structural failure where the FlamePro Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.), except that FlamePro Wood Product that is plywood may be ripped.**
- **Structural failure 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 delamination of FlamePro Wood Product including plywood and other laminated wood products.**
- **Mold, mildew, or fungal growth on FlamePro Wood Product that is aesthetic.**
- **The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate FlamePro Wood Product, or structural failure resulting from such an occurrence.**
- **Structural failure of projects or structures containing any FlamePro Wood Product where some or all of the FlamePro 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.**
- **Structural failure where the FlamePro Wood Product is in direct contact with concrete or masonry that is in contact with the ground or directly exposed to the weather.**
- **Structural failure caused in whole or part due to fire or improper or inadequate ventilation.**
- **Structural failure where the FlamePro Wood Product has been exposed to temperatures in excess of 150°F (lumber) and 170° (plywood).**
- **Structural failure where the FlamePro Wood Product is subject to cyclic exposure to heat and humidity.**
- **Structural failure where the FlamePro Wood Product is used in an unprotected exterior environment.**
- **Structural failure where the FlamePro Wood Product is used in any Use Category higher than AWPA UC2 (protected from weather but may be subject to sources of moisture).**
- **Structural failure not due to the FlamePro® fire retardant chemical.**
- **Damage other than to the FlamePro Wood Product and any portion of the structure incorporating the FlamePro Wood Product due to 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 FlamePro Wood Product purchase receipt(s). In addition, KPC requires an itemized list of FlamePro Wood Product that structurally fails and either an end tag from each piece of such FlamePro Wood Product or a photograph or other evidence of the ink stamp on each piece of such FlamePro Wood Product. Send this information to:

Koppers Performance Chemicals Inc.

Attn: Consumer Affairs

P. O. Drawer O

Griffin, Georgia 30224-0249

KPC, in its sole discretion, may arrange for a certified independent testing agency to conduct strength tests of the FlamePro Wood Product. If requested, samples of the FlamePro Wood Product claimed to have structurally failed must be sent to KPC along with proof that the FlamePro Wood Product was removed from the structure in question. If the certified independent testing agency determines that the FlamePro Wood Product has not structurally failed, contractor/builder shall be responsible for all costs related to testing. KPC reserves the right to conduct additional sampling and testing. In addition, KPC reserves the right to have a representative inspect all FlamePro 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.

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 (including test results), make available to you the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of FlamePro Wood Product, the contractor/builder who uses FlamePro 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, the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product to contractors/builders who use FlamePro Wood Product that "structurally fails".

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 FlamePro 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 FlamePro 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 FlamePro Wood Product used in the continental United States, Alaska, and Hawaii.

This Limited Warranty applies to FlamePro Wood Product purchased after [date], 2018, unless superseded. For more information call 800-585-5161, or visit www.koppersperformancechemicals.com