



50-YEAR LIMITED WARRANTY

(United States Only)

Performance Formulation Solutions, LLC (“PFS”) is pleased to extend this 50-Year Limited Warranty (the “Warranty”) for FlameFreez® brand lumber pressure treated by Great Southern Wood Preserving, Inc., its affiliates, and/or subsidiaries using FlameTech fire retardant chemicals (the “Product(s)”). This Warranty is solely extended to, and only valid for the builder/contractor that installed the Products in the structure (the “Installer”). This Warranty is non-transferable and may not be enforced by any third party.

Subject to the terms, conditions, exclusions, and limitations set forth herein, PFS warrants to the Installer that for a period of fifty (50) years from the date of installation (the “Warranty Period”) the Product will be free from Structural Failure. For the purposes of this Warranty, “Structural Failure” means a reduction in strength below the strength properties published in ESR-4056 caused by the fire retardant chemical in the Product. If at any time during the Warranty Period PFS determines that the Product has incurred Structural Failure, PFS will provide Installer the reasonable cost to replace damaged Product and repair the damaged portion of the structure incorporating the Product.

ELIGIBILITY FOR WARRANTY COVERAGE

For this Warranty to apply, all of the following must occur:

- The Product must have an ink stamp with an Underwriters Laboratories, Inc. label and ESR-4056 label indicating that the Product has been pressure treated with FlameTech brand fire retardant;
- The Product must be handled, stored, installed, and used in strict accordance with PFS’s specifications, instructions, recommendations, and Product literature;
- The Product must be handled, stored, installed, and used in strict accordance with all applicable laws, zoning codes, building codes, and generally accepted construction practices, including, without limitation, the National Forest Product Association’s National Design Specification and the American Plywood Association’s Plywood Design Standard(s). If no building codes apply, the 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; and
- If used in a roof application, (1) the Product must only be used and installed in an application that was 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 Products used must be a minimum of 7/16” in thickness and a minimum of 4 plys.

LIMITATIONS ON WARRANTY

This Warranty does not cover, and PFS is not responsible for, any damage, defects, or Structural Failure in any way attributable to the following:

- Any cause beyond the FlameTech fire retardant chemical supplied by PFS, including, without limitation, improper storage, handling, installation, use, or pressure treatment;
- Failure to strictly comply with any and all laws, rules, regulations, codes, ordinances, standards, generally accepted construction practices, and/or recommendations set forth in PFS’s specifications, instructions, and product literature;
- Any wood products that were not pressure treated with FlameTech brand fire retardant;
- Any portions of the structure that do not incorporate the Products;
- Prolonged or continuous exposure to water, including, without limitation, roof leaks;
- Storage or use of the Product in an unprotected exterior environment;
- Use of the Product in-ground or with soil contact; Product installed in any AWPAC Use Category higher than AWPAC UC2 (protected from weather but may be subject to sources of moisture);
- Abnormal environmental conditions such as mold, mildew, algae, moss, bacterial growth, or air pollution;
- Inadequate ventilation or water drainage;
- Temperatures in excess of 150°F (lumber) and 170° (plywood), including long-term heat and humidity exposure that is cyclical in nature;
- Normal weathering or any other ordinary wear and tear over the life of the Product including, without limitation, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood;
- Product that has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.), except, however, that a plywood Product may be ripped;
- Delamination, including plywood and other laminated wood products;
- The corrosion of fasteners, hardware, or any other materials used in conjunction with the Product;
- Installation in a roof application, except as set forth within this Warranty;
- Installation of Product known to be damaged or defective;
- Use of the Product in any abnormal manner or other than as set forth in ESR-4056;
- Mistreatment, misuse, physical abuse, vandalism, or damage caused by animals;
- Failure to take reasonable steps to prevent or mitigate damage to the Product;
- Acts of God or other extreme weather conditions including, without limitation, flooding, hurricane, earthquake, lightning, or tornado; or
- Product purchased or installed outside of the continental United States, Alaska, and Hawaii.



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PFS'S EXCLUSIVE AND ENTIRE OBLIGATION UNDER THE TERMS OF THIS WARRANTY IS LIMITED TO PROVIDING INSTALLERS THE REASONABLE COST TO REPAIR STRUCTURAL FAILURE INCORPORATING THE PRODUCT, AS SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL PFS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE, USE, OR OWNERSHIP OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, OR DELAY DAMAGES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, PFS GIVES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS IS A LIMITED WARRANTY OF PERFORMANCE FORMULATION SOLUTIONS, LLC ONLY. GREAT SOUTHERN WOOD PRESERVING, INC., ITS AFFILIATES, AND SUBSIDIARIES MAKE NO WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CLAIM PROCEDURE

The claim must be filed by the Installer. All claims must be submitted in writing within thirty (30) days of actual or constructive discovery of a possible defect or failure covered by this Warranty. To make a claim under this Warranty, the Installer must send to PFS, within the Warranty Period, (a) a written description of the claimed defect; (b) photographs of the Structural Failure, including the ink stamp on Product claimed to be defective; and (c) proof of purchase of the Product as shown on the original invoice or receipt, to the following web link or address:

**Performance Formulation Solutions, LLC
Attn: Warranty Claim
2801 East Beltline Ave NE
Grand Rapids, MI 49525**

Before honoring this Warranty, PFS must be given the opportunity to fully investigate any claim, including, without limitation, inspecting the Product in its allegedly defective condition and taking any samples or photographs for testing to verify the alleged defect. PFS may also arrange for a certified independent testing agency to conduct strength tests of the Products. If requested, samples of the Product claimed to have Structural Failure must be sent to PFS, along with proof that the Product was removed from the structure in question. Failure to allow an inspection, failure to provide samples for testing, or repair, replacement, disassembly, or disposal of the allegedly defective Product prior to inspection by PFS, shall nullify this Warranty coverage.