

# MICRONIZED COPPER AZOLE TREATED WOOD LIMITED WARRANTY

Except for products for which a warranty is specifically excluded (as indicated on product end tag, literature and/or this warranty), original consumer purchasers (or "first-owners") of products treated with micronized copper azole preservatives by Great Southern Wood ("Great Southern Wood" means Great Southern Wood Preserving, Incorporated, its affiliates, subsidiaries and TSO providers) are eligible for this NON-TRANSFERABLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY from Koppers Performance Chemicals, Inc. ("Koppers"). Great Southern Wood uses Koppers wood preserving products (micronized copper azole), methods, systems and technology in the treatment of YellaWood® brand products. Subject to all the terms and conditions of this warranty, Koppers will, in Koppers' sole discretion, refund the monetary equivalent of the failed product up to the original purchase price or replace any product(s) treated with micronized copper azole preservatives produced by a licensed, independently owned and operated Great Southern Wood treating facility and used in, or in conjunction with, residential or agricultural applications that "structurally fail"\* in service due to rot, fungal decay or termite attack during the warranty term. This warranty is valid only in the continental United States.

## "First-Owner" Coverage

To qualify for the micronized copper azole NON-TRANSFERABLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY, you must be the "first-owner;" that is, the owner-of-record of the property at the time products treated with micronized copper azole preservatives by Great Southern Wood were installed. If products treated with micronized copper azole preservatives by Great Southern Wood were installed by a builder-contractor-owner, "first-owner" means the owner-of-record first acquiring the property from the builder-contractor-owner. The micronized copper azole warranty is not transferable from the first-owner to subsequent owners of the property.

## How to Identify MICRONIZED COPPER AZOLE Treated Products

It's easy to identify warranted micronized copper azole products from Great Southern Wood. Simply look for the plastic end tag or ink stamp on each piece of micronized copper azole treated wood. If the tag reads "MICRONIZED COPPER AZOLE" and "LIFETIME LIMITED WARRANTY" and is treated by Great Southern Wood to one of the preservative retention levels set forth below, it is a warranted micronized copper azole product subject to the terms and conditions of this warranty. Make sure you receive and retain all proof-of-purchase certificate(s) or end tag(s) as well as the original purchase invoice(s) from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation for all materials claimed.



## What the Warranty Covers

The micronized copper azole Limited Warranty covers only products treated with micronized copper azole preservatives by Great Southern Wood from the date of purchase by the first-owner against structural failure\* caused by fungal decay or termites.

\*For purposes of this warranty, structural failure (or "structurally fail") is defined as the inability of a given member to perform its intended function due to rot, fungal decay or termite attack. 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, mildew and fungi associated with the "weathering" of wood. "Weathering" of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Koppers under the terms of this warranty is limited only to replacement of any covered products treated with micronized copper azole preservatives from Great Southern Wood.

## Term(s) of Warranty

**Fence Boards:** A 15 year limited warranty for products treated with micronized copper azole preservatives by Great Southern Wood for fencing boards treated to ABOVE GROUND (0.05), see Limited 15 Year Warranty for Fence Boards for details. **General Use:** A lifetime limited warranty for products treated with micronized copper azole preservatives by Great Southern Wood for ABOVE GROUND GENERAL USE (treated to 0.06 pcf preservative retention levels) used in residential or agricultural applications and GROUND CONTACT (treated to 0.15 pcf preservative retention levels) used in residential or agricultural applications and Fresh Water immersion (treated to 0.15 pcf preservative retention levels) used in residential or agricultural applications.

## Warranty Exclusions

- Koppers is not responsible for any damage to products treated with micronized copper azole preservatives by Great Southern Wood used in commercial or industrial structures, wood foundation systems, wood exposed to salt water or any cause other than rot, fungal decay or termite damage. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers or specialty items that have been milled after treatment.
- Koppers is not responsible for any application of products treated with micronized copper azole preservatives by Great Southern Wood other than that specified under the appropriate usage as noted on the ink stamp and/or end tag attached to the piece.
- Koppers is not responsible for damage to products treated with micronized copper azole preservatives by Great Southern Wood 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.
- Koppers is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement product(s) treated with micronized copper azole preservatives by Great Southern Wood.
- Koppers is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged products treated with micronized copper azole preservatives by Great Southern Wood.
- Koppers is not responsible for corrosion of fasteners, hardware, or any other material(s), or any damage resulting from such an occurrence.
- Koppers is not responsible for delamination of plywood or other laminated wood products treated with micronized copper azole preservatives by Great Southern Wood.
- Koppers is not responsible for mold growth on products treated with micronized copper azole preservatives by Great Southern Wood.

## 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 proof-of-purchase certificate and/or the end tag from each piece of the products treated with micronized copper azole preservatives by Great Southern Wood plus a copy of your original purchase invoice to:

KOPPERS PERFORMANCE CHEMICALS, INC.  
ATTN: CONSUMER AFFAIRS  
P. O. DRAWER O  
GRIFFIN, GEORGIA 30224-0249

Koppers will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to exchange the damaged wood product(s) for new products treated with micronized copper azole preservatives by Great Southern Wood or refund the monetary equivalent of the failed product up to the original purchase price. Koppers reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from service. NOTE: The obligation of Koppers under the terms of this Warranty is limited only to replacement of damaged product(s) treated with micronized copper azole preservatives by Great Southern Wood or the monetary equivalent of the failed product up to the original purchase price at the sole discretion of Koppers. KOPPERS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. In no event shall Koppers be liable for incidental, consequential, special or indirect damages. Nothing in this warranty shall affect the duration of implied warranties beyond their customary duration, or create additional implied warranties.

This is a limited warranty of Koppers only. GREAT SOUTHERN WOOD PRESERVING, INCORPORATED, ITS AFFILIATES, SUBSIDIARIES AND TSO PROVIDERS, MAKE NO WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS TREATED WITH MICRONIZED COPPER AZOLE PRESERVATIVES. GREAT SOUTHERN WOOD PRESERVING, INCORPORATED, ITS AFFILIATES, SUBSIDIARIES AND TSO PROVIDERS, EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 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.