

RESIDENTIAL FENCING COLOR TWO-YEAR LIMITED WARRANTY

Original consumer purchasers or "first-owners" of specific pressure treated wood that has been treated with MicroShades pigment color system (as defined below) are eligible for a LIMITED WARRANTY. Under the terms of this warranty, Osmose®, Inc. (Osmose) will in Osmose's sole discretion replace any YellaWood® Color-Full labeled or stamped branded wood products that have been treated with the MicroShades pigment color system (produced by a licensed independently owned and operated treating facility) as listed under "WHAT THE WARRANTY COVERS" below, used in, or in conjunction with, residential or agricultural applications or provide the first owner with the monetary equivalent of the failed product up to the original purchase price should the pressure treated wood in which the pigment color system suffers "significant color changes" as defined below.

"First-Owner" Coverage

To qualify for the Residential* Fencing Color Two-Year Limited Warranty, you must be the owner-of-record of the property at the time the YellaWood® Color-Full brand products are installed. Or, if the warranted wood was installed by a builder-contractor-owner, "first-owner" means the owner-of-record first acquiring the property from the builder-contractor-owner. The MicroShades warranty is not transferable from the first-owner to subsequent owners of the property.

To identify a wood product treated with the MicroShades Pigment Color System, look for the YellaWood® Color-Full end tag. It's easy to identify warranted wood products treated with the MicroShades pigment color system. Simply look for the YellaWood® Color-Full plastic end tag on each piece of treated wood. If this end tag is present, the treated wood has been preserved using the MicroShades pigment colorant system. Make sure you receive and retain the end tag(s) as well as the original purchase invoice(s) from your retailer, 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 Residential Fencing Color Two-Year Limited Warranty covers only wood products that have been treated with the MicroShades pigment color system from the date of purchase by the first-owner against significant color loss for the warranty term(s) set forth below. The term "significant color changes" as used in this warranty shall mean significant changes in the original color of the treated wood that are not due to fading or other changes due to the natural characteristics of the wood product(s). The intent of this warranty is to assure the consumer that within the first two years the YellaWood® Color-Full brand treated wood product(s) will not turn a silvery grey, nor lose a substantial amount of color, as is the case with certain other treated wood products. Significant color changes does not mean natural color variations due to varying exposure(s) to sunlight and other weather conditions. YellaWood® Color-Full brand products are resistant to fading but are not impervious to color changes. Color variation within an acceptable range and change in color due to exposure to sunlight and other weather conditions shall not be deemed significant color changes and such product is not covered by this warranty. Natural color variations are to be expected as they document the nature of a natural wood product as they reveal varying exposures and the color variation between different species of wood and the individual characteristics of the fence board or rail, similarly heartwood knots or sapwood will impact the product color.

Significant color changes shall not mean attack by wood-destroying fungi that disintegrate the wood cell walls, including surface mold, mildew, and/or fungi whether or not associated with the "weathering" of wood. "Weathering" of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Osmose under the terms of this warranty, in Osmose's sole discretion is limited to replacement or refund up to the original purchase price of YellaWood® Color-Full brand products that suffer significant color changes.

Term(s) of Warranty: A two (2) year limited warranty for significant color changes for YellaWood® Color-Full brand fence boards, fence rails, and fence products as defined herein. The warranted wood product shall be defined as Southern Yellow Pine or South American Pine fence boards, Southern Yellow Pine or South American Pines fence rails that are 2x3 or 2x4, and individual fence board pickets and fence panels, all of which have been labeled with an end tag confirming the wood has been treated with the MicroShades pigment coloring system that is treated to above ground fencing (0.05 pcf) and that are produced by a licensed, independently owned and operated treating facility.

WARRANTY EXCLUSIONS

Osmose is not responsible for any color variations that do not suffer significant color changes as defined above. Wood, treated or not, has certain natural variations in color which is not covered by this warranty.

Osmose is not responsible for any color changes and/or variations due to different weather exposures, including but not limited to sunlight.

Osmose is not responsible for any damage to YellaWood® Color-Full branded wood products used in commercial or industrial structures, wood exposed to salt water, nor any damage caused by anything other than 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.

Osmose is not responsible for any application of YellaWood® Color-Full branded wood products other than that specified under the appropriate usage as noted on the end tag attached to each piece of treated wood.

Osmose is not responsible for damage to YellaWood® Color-Full branded wood products 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.

Osmose is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement YellaWood® Color-Full branded wood product(s).

Osmose is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged YellaWood® Color-Full branded wood products.

Osmose is not responsible for corrosion of fasteners, hardware or any other material(s), or any damage resulting from such an occurrence.

Osmose is not responsible for mold growth on YellaWood® Color-Full branded wood product.

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 that indicates the product has been treated with the MicroShades pigment colorant system, and/or the YellaWood® Color-Full end tag plus a copy of your original purchase invoice to:

OSMOSE, INC. • ATTN: CONSUMER AFFAIRS
P. O. DRAWER O • GRIFFIN, GEORGIA 30224-0249

Osmose 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 the new YellaWood® Color-Full brand wood products. Osmose reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from services.

NOTE: The only obligation of Osmose under the terms of this Warranty is limited to replacement of damaged lumber or the monetary equivalent of the failed product up to the original purchase price at the sole discretion of Osmose. Osmose makes no other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. In no event shall Osmose 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 Osmose, Inc. 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 MICROSHADES PIGMENT COLOR SYSTEM. GREAT SOUTHERN WOOD PRESERVING, INCORPORATED, ITS AFFILIATES, SUBSIDIARIES AND TSO PROVIDERS, EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR 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.

*Residential for the purposes of this warranty shall mean single family homes, condominiums, and apartment buildings.