

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

PROWOOD[®] LIMITED WARRANTY

Original consumer purchasers or “first owners” of specific ProWood[®] products are eligible for this LIMITED WARRANTY. Subject to all of the terms and conditions of this warranty, ProWood, LLC (“Warrantor”) will, in Warrantor’s sole discretion, replace (product only) or refund the original purchase price of ProWood[®] products 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.

“FIRST-OWNER” COVERAGE

To qualify for this warranty, you must be the owner-of-record of the property at the time ProWood[®] products were installed, or if the ProWood[®] products were installed by a builder-contractor-owner, “first owner” means the owner-of-record first acquiring the property from the builder-contractor-owner. The ProWood[®] Warranty is not transferable from the first-owner to subsequent owners of the property.

TO IDENTIFY A PROWOOD[®] PRODUCT, LOOK FOR THE END TAG

It’s easy to identify warranted ProWood[®] products. Simply look for the end tag on each piece of ProWood[®] product and examine both sides. Most ProWood[®] products carry a 1-year limited warranty, unless a longer limited warranty period is clearly stated on the end-tag. The warranty duration will depend on the product and will be tagged accordingly. Further details listed below in the “Terms of Warranty.” Make sure you receive and retain all ProWood[®] product end tags, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder.

In the event of a claim, it will be necessary to present this documentation for all materials claimed.

WHAT THE WARRANTY COVERS

This limited warranty covers only ProWood[®] products 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” 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/or 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 Warrantor under the terms of this warranty, in Warrantor’s sole discretion, is limited to replacement or refund up to the original purchase price of ProWood[®] products.

DEFINITIONS

Ground Contact - Pressure treated wood products are deemed to be used in “Ground Contact” use when used in contact with soil, placed on/over soil using a synthetic barrier or plastic material, or exposed to conditions that could simulate a ground contact exposure, or when used in any other application for which the manufacturer, applicable warranty, or applicable building codes require the use of Ground Contact Products.

Above Ground - Pressure treated wood products are deemed to be in “Above Ground” use when used in an application for which the manufacturer, applicable warranty, and applicable building codes do not require or recommend Ground Contact Products and the application falls outside of the definition of Ground Contact Use.

Ground Contact Products - ProWood[®] products with an end tag that states “ground contact – general use.”

Above Ground Products - ProWood[®] products with an end tag that states “above ground use” or “interior use.”

Ground Contact – Critical Use Products - ProWood[®] products with an end tag that states “ground contact-critical use.”

TERMS OF WARRANTY

Warrantor offers different Limited Warranties depending on the product as listed on the product end tag:

1-Year Limited - Warranty offers a one-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 1-Year Limited Warranty listed on the end tag.

10-Year Limited - Warranty offers a ten-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 10-Year Limited Warranty listed on the end tag.

20-Year Limited - Warranty offers a 20-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 20-Year Limited Warranty listed on the end tag.

Lifetime - Warrantor offers a Lifetime Limited Warranty against rot, fungal decay, and termite damage, as defined herein, for products with Lifetime Limited Warranty listed on the end tag.

ABOVE GROUND WARRANTY EXCLUSIONS

This Warranty shall not apply to, and Warrantor hereby expressly disclaims any warranty coverage for Above Ground Products used in Ground Contact applications. Further, Warrantor hereby expressly disclaims any warranty coverage for use of Above Ground Products in any of the following applications for which Ground Contact Products are required:

- Applications which are critical to the performance and safety of the structure and are difficult to maintain, repair, or replace such as joists and beams for decks and fresh water docks;
- With the exclusion of fence pickets, applications which are within six inches of the ground (final grade after landscaping) and supported on permeable building materials such as treated wood or concrete;
- Applications which are wetted on a frequent or recurrent basis, such as a floating dock, an application in contact with a water system or construction that does not allow for water drainage, or any other application or situation where moisture is trapped against the Above Ground Product;
- Applications which are constructed so as not to allow air to circulate underneath the construction and between/around the Above Ground Products;
- Applications which are used in tropical climates;
- Applications where Above Ground Products are used in the construction of greenhouses;
- Applications where there is a reasonable expectation that soil, vegetation, leaf litter, or other debris may build up and remain in contact with the product.

Important: Check with your state’s adopted building code and your local building code authorities to determine if the treated wood product you purchase for your specific application (or location) should be manufactured for “Ground Contact – General Use” or “Ground Contact – Critical Structural.”

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GENERAL WARRANTY EXCLUSIONS

Warrantor is not responsible for any damage to products used in commercial or industrial structures, wood foundations systems, retaining walls, wood exposed to salt water, or for damage from 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 or any products that have been milled after treatment.

Warrantor is not responsible for any damage to products that are not installed in accordance with all applicable building codes and generally accepted construction practices.

Warrantor is not responsible for any application of products other than those specified under the appropriate usage as noted on the end tag attached to the piece.

Warrantor is not responsible for projects or structures containing products that have been used in improper end use applications.

Warrantor is not responsible for projects or structures where any products treated for above ground use were used in ground contact use applications. The appropriate usage is noted on the end tag attached to the piece.

Warrantor is not responsible for projects or structures containing ProWood products where some or all of the products have been used in contact with untreated or treated material that has been used in an improper end use application. Example: When above ground treated material has been misused in a ground contact application, this can adversely affect the performance of the entire project, and this situation would expose properly treated material to an exposure condition that would simulate ground contact conditions.

Warrantor is not responsible for projects or structures containing ProWood products where some or all of the products have been used in contact with non-durable wood or any older construction with evidence of decay;

Warrantor is not responsible for damage to products where the end-cut or trimmed portion of the treated product has been used on contact with the ground.

Warrantor is not responsible for damage to ProWood® products where the wood has been sawn lengthwise or surfaced. Stair stringers cut from ProWood® products will be allowed only if the following conditions are met (1) ground contact – general use or ground contact – critical structure ProWood® products are used, and (2) an appropriate endcoat wood preservative is applied according to the manufacturer's directions. Pre-cut ProWood® stair stringers should be used whenever possible.

Warrantor is not responsible for damage to ProWood® 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.

Warrantor is not responsible for any costs associated with removal of damaged wood product or delivery or installation of replacement ProWood® products.

Warrantor is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged ProWood® products. Warrantor is not responsible for corrosion of fasteners, hardware, or any other material, or any damage resulting from such an occurrence, including metal materials uses, in conjunction with, or to wrap or encapsulate a ProWood® product.

Warrantor is not responsible for delamination of plywood or other laminated wood products.

For the warranty to be valid, a brush-on endcoat wood preservative is required at the time of construction on all saw cuts and drill holes for

Douglas-fir and Hem-Fir treated wood products. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: follow the manufacturer's directions for proper application.

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 ProWood® product purchase receipt(s) from your lumber dealer or contractor/builders. In addition, Warrantor requires an itemized list of the damage to all ProWood® products and an end tag from each piece of damaged treated wood. Send this information to:

ProWood, LLC
Attn: Warranty Information
2801 East Beltline Ave. NE
Grand Rapids, MI 49525

Warrantor 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 products for the new ProWood® products. Warrantor reserves the right to have a representative inspect all wood that is claimed to be damaged prior to its removal.

NOTE: THE ONLY OBLIGATION OF WARRANTOR UNDER THE TERMS OF THIS WARRANTY IS LIMITED TO REPLACEMENT OF DAMAGED LUMBER OR THE MONETARY EQUIVALENT OF THE FAILED PROWOOD® PRODUCT UP TO THE ORIGINAL PURCHASE PRICE AT THE SOLE DISCRETION OF WARRANTOR.

WARRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL WARRANTOR 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.

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, Alaska, Hawaii, and Puerto Rico.