

# Preservative Warranty Agreement: Dricon® Fire Retardant Treated Wood

**1. Warranty.** Arch Wood Protection, Inc., warrants on the terms contained in this warranty to the owner of a structure or dwelling properly constructed with Dricon® Fire Retardant Treated Wood ("Dricon FRTW") used in accordance with the standards and design criteria described against structural failure of the Dricon FRTW due to damage by Formosan termite attack, subterranean termite attack, or fungal decay.

**2. Duration and Transferability.** This warranty is good for a period of forty (40) years from the date of purchase. This warranty is non-transferable, and covers the Dricon FRTW for the duration of the warranty period so long as it remains in its original place within the structure or dwelling or, if earlier, until such time as the warranty becomes void.

**3. What This Warranty Provides.** Subject to the limitations contained in Sections 4 and 5, in the event of a valid warranty claim for structural failure of Dricon FRTW due to Formosan termite attack, subterranean termite attack or fungal decay of Dricon FRTW, the Owner will be entitled to receive new Dricon FRTW in exchange for the damaged material. The foregoing is Owner's exclusive remedy. Arch Wood Protection, Inc. shall not be liable for any damages or costs associated with respect to the failure of the Dricon FRTW. Excluded damages and costs include, but are not limited to, other damage to the structure, loss of use of the structure, or any direct, indirect, incidental, consequential or special damages, punitive, exemplary or aggravated damages, failures to realize expected savings, whether based in contract, in tort or otherwise, and any installation or reinstallation costs for the failed or new Dricon FRTW.

**4. What This Warranty Does Not Cover.** Arch Wood Protection, Inc. shall not be liable in any way whatsoever except as expressly set out in this warranty. In particular:

A. Arch Wood Protection, Inc. shall not be liable for the following types of damage or costs:

- (1) any damage resulting from any cause other than fungal decay or subterranean or Formosan termite attack to the Dricon FRTW;
- (2) any damage to a structure or dwelling located outside the continental United States of America.

B. This warranty shall not apply and shall be void as to:

- (1) any Dricon FRTW that is used for any purpose other than the construction of a structure or dwelling;
- (2) any treated wood or wood products whose quality mark has been falsely copied, altered or effaced, in any way which causes misrepresentation of the product;
- (3) any Dricon FRTW that is covered with any construction material which extends to or below grade;

(4) any Dricon FRTW in a structure or dwelling as to which landscaping material extends above grade to the extent that less than six inches of clear space exists between such landscaping material and any wood products, including the Dricon FRTW;

(5) any Dricon FRTW that is not used in conformance with this warranty, the product labeling or the manufacturer's product information;

(6) any Dricon FRTW used in an unprotected exterior environment or an interior space, which permits contact with liquid moisture;

(7) any wood that does not meet the definition of Dricon FRTW set forth in Section 8 A. below; and

(8) any Dricon FRTW which has been removed from its original structure and used for any other purpose.

**5. Exclusive Warranties.** THIS WARRANTY IS THE ONLY WARRANTY MADE TO OWNER WITH RESPECT TO DRICON FRTW. ARCH WOOD PROTECTION, INC. MAKES NO OTHER WARRANTY TO OWNER, EXPRESS OR IMPLIED WITH RESPECT TO DRICON FRTW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Requirements for Warranty to be Valid.** This warranty is valid and Arch Wood Protection, Inc. shall be liable under this warranty only if all of the following are true:

A. the Dricon FRTW is used as a Structural Element for a structure or dwelling;

B. the structure or dwelling is inspected during the warranty period at least once every five (5) years by a licensed pest control company with remedial work being performed as needed or recommended by the licensed pest control company. Proof of service receipt is required.

C. all treatments are with an EPA registered termiticide approved for soil treatment done in accordance with product label recommendations for such treatment.

D. the building design and construction must meet all applicable building codes, or if none, the International One and Two Family Dwelling Code or the International Building Code in effect at the time of construction, comply with all appropriate design standards and be approved by the building code authority having jurisdiction; and

E. the species used are southern pine lumber and/or plywood and/or Douglas fir plywood, unless treated in accordance with AWPAC31 in which case Douglas fir and hem-fir lumber are included.

**7. How to Make Claims.** All warranty claims must be made in writing to Arch Wood Protection, Inc. prior to the lapse of the warranty period. To make a claim:

A. Owner shall notify Arch Wood Protection, Inc. of structural failure as soon as reasonably possible.

B. Owner shall at Owner's expense remove suspect material and send it to Arch Wood Protection, Inc.'s Customer Service Department for identification testing.

C. If Arch Wood Protection, Inc. determines that there has been structural failure of the Dricon FRTW due to damage by Formosan termite attack, subterranean termite attack or fungal decay of Dricon FRTW, Arch Wood Protection, Inc. shall replace the wood.

D. To make arrangements for exchange, the Owner must send a "List of materials" showing the date of purchase and receipts showing sufficient Dricon FRTW was purchased at the time of building to cover the amount of material claimed to:

Arch Wood Protection, Inc. Warranty Claims Administrator  
1955 Lake Park Drive • Suite 100 • Smyrna, GA 30080

**8. Definitions.** For the purposes of this Warranty, the following terms are defined:

A. Dricon® Fire Retardant Treated Wood ("Dricon FRTW"). The treated structural wood elements, bearing or non-bearing, comprising the lumber framing and plywood sheathing of a dwelling built in the governing state within the continental United States. All elements included in the Dricon FRTW must be pressure treated in accordance with the applicable standards of the American Wood-Preservers' Association or be recognized in an Evaluation Report issued by a model code organization and acceptable to the governing state within the continental United States and must be treated in accordance with the Dricon® Manual of Recommended Practice. All lumber and plywood treated with Dricon treatment shall be identified by the quality mark of an approved agency.

B. Structure or Dwelling. Structures used for the living quarters of human individuals and families including single family dwellings, duplexes, and townhouse or apartment condominiums as well as commercial spaces.

C. Fungal Decay. Wood or wood products that have been subject to feeding and consumption by wood-destroying fungi.

D. Owner. The owner of a structure or dwelling containing structural elements made of Dricon FRTW.

E. Structural Element. A joist, beam, girder, stud, post, sill plate, rafter, sub-flooring, flooring, wall sheathing and roof sheathing.

F. Structural Failure. A structural element, made of the Dricon FRTW and covered under the Warranty, is assumed to have failed if it is damaged by subterranean or Formosan termites or fungal decay to the extent that it can no longer perform the structural function for which it was originally intended.

G. Subterranean or Formosan Termite Attack. Wood or wood products that have been subject to feeding and consumption by subterranean or Formosan termites.

**9. Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia, without regard to principles of conflicts of laws.