

# SillBor® Borate Pressure-Treated Wood for Hawaii LIMITED WARRANTY

## 1. Limited Warranty Coverage

- a. SillBor® Borate Pressure-Treated Wood framing lumber<sup>1</sup> and plywood (the "Product(s)"), when installed in a Residential Dwelling<sup>2</sup> or Agricultural Structure<sup>3</sup> in an application continuously protected from liquid water, are warranted by Arch Wood Protection, Inc. against Structural Damage Failure<sup>4</sup> resulting only from the three (3) following risks: (1) termites, as shown below; (2) carpenter ants; and (3) fungal decay. Arch Wood Protection, Inc. warrants the Products produced by independently owned and licensed SillBor® wood preservers in conformance with the SillBor® Manual of Recommended Practice at time of treating. Each piece of Product shall bear the SillBor® name at time of delivery. If the wood is marked as being treated to a minimum retention of .17 pcf (B<sub>2</sub>O<sub>3</sub>) (.25 pcf (DOT)), it is warranted against damage from all termites EXCEPT the Formosan termite (*Coptotermes formosanus*); if the wood is marked as being treated to a minimum retention of .28 pcf (B<sub>2</sub>O<sub>3</sub>) (.42 pcf (DOT)), it is warranted against damage from all termites INCLUDING *Coptotermes formosanus*.
- b. This limited warranty shall apply to any original Owner<sup>5</sup> of a Residential Dwelling or Agricultural Structure and for the remainder of the limited warranty period, subject to all exclusions, limitations, and conditions stated herein, to any new Owner of a Residential Dwelling or Agricultural Structure in which the Product(s) is/are originally installed if the conveyance of the Residential Dwelling or Agricultural Structure to the new Owner occurs within the first ten (10) years of the limited warranty period.
- c. This limited warranty DOES NOT apply to or cover:
1. Damages to the Product(s) caused by:
    - (i) Product(s) used in any application that allows moisture accumulation or repetitive wetting;
    - (ii) Misuse or improper handling, installation, or maintenance;
    - (iii) Physical disturbance of soil subsequent to its preconstruction treatment;
    - (iv) Any improper or incorrectly performed alteration to the dwelling made after the original installation of the Product(s) and/or failure of such alteration to meet or exceed all limited warranty requirements;
    - (v) Acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena;
    - (vi) Design, application, or construction of dwelling in which the Product(s) is/are installed; or
    - (vii) Transport, storage, or handling of the Product(s) prior to installation.
  2. Product(s) not installed in compliance with all applicable building codes and requirements set forth in this limited warranty;
  3. Termite "grazing" damage that does not affect the structural integrity of the Product(s);
  4. Damages resulting from an Owner's failure to comply with the inspection and maintenance requirements set forth in this limited warranty;
  5. Any cost associated with removal of damaged Product(s) or delivery or installation of the replacement Product(s); and
  6. Product(s) used in exterior construction whether or not protected with primer, paint, or other product.
  7. Damage from the Formosan termite (*Coptotermes formosanus*) to wood treated to a retention level less than of .28 pcf (B<sub>2</sub>O<sub>3</sub>) (.42 pcf (DOT)).

This limited warranty is only applicable and available for Residential Dwellings and Agricultural Structures located in Hawaii.

<sup>1</sup>FRAMING LUMBER IN EXCESS OF 4 INCHES IN NOMINAL THICKNESS IS NOT WARRANTED.

<sup>2</sup>"Residential Dwelling" is defined as a dwelling owned and occupied by a single family.

<sup>3</sup>"Agricultural Structure" is defined as a building owned and used for agricultural purposes such as raising livestock, storage of farm equipment, and storage of agricultural products. The warranty does not apply to buildings used for commercial purposes such as, but not limited to, food processing, heavy manufacturing, or commercial retail sales.

<sup>4</sup>"Structural Damage Failure" is defined as damage to the Product(s) resulting only from the three (3) risks of termites, carpenter ants, or fungal decay, which render the Product(s) incapable of structurally performing the Product(s) intended function.

<sup>5</sup>"Owner" is defined as the legal owner of the residential dwelling.

## 2. Exclusion of Implied Warranties

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, IF ANY, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. NOTHING IN THIS LIMITED WARRANTY SHALL GIVE PURCHASER ANY IMPLIED WARRANTIES HE WOULD NOT OTHERWISE HAVE, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION, OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN. SOME STATES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## 3. Remedies, Exclusions of Remedies, and Limitation of Liability

In the event of any Structural Damage Failure of Product(s) covered by this limited warranty, Owner's sole and exclusive remedy and Arch Wood Protection, Inc.'s sole and exclusive liability will be for replacement Product(s) for the nonconforming Product(s), and under no circumstances will Arch Wood Protection, Inc. be liable for construction, repair, or other costs related to replacement of nonconforming Product(s). In no event will Arch Wood Protection, Inc. be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in Product(s) supplied, including but not limited to damage to property or lost profits. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 4. Responsibility of Owner

Owner's failure to complete any of the following items shall act as a waiver of any rights Owner may have against Arch Wood Protection, Inc. under this limited warranty and this limited warranty shall be void.

### a. Installation/Maintenance

1. Complete soil treatment with an EPA approved termiticide to label recommendations prior to construction completed by a certified pest control operator licensed to perform such work in the state in which property is located. Soil treatment must meet state and local building code requirements for treatment application. Soil treatments must cover foundations, around

- postholes, under floors of slab construction, and around the perimeter of slabs and foundations.
2. Product(s) must be installed in compliance with applicable building codes, and the dwelling must be inspected and certified by a local building code official.
3. All Product(s) must be used only in weather-protected above-ground applications and continuously protected from liquid water.
4. Field treatment of all end cuts and borings, including plumbing and electrical holes is required on all lumber, except southern yellow pine and hem-fir two (2) inches or less in thickness.
5. A certified pest control company must conduct on-site termite inspections no less than once every three years. Additional treatment and remedial work shall be performed as necessary based on the results of the inspection.
6. This Product(s) cannot be used in an exterior exposure or in an interior space that creates an exterior environment. Direct Product(s) contact with the ground or in any application which allows for the accumulation of free water or repetitive wetting condition at any time during the limited warranty period shall render this limited warranty void.

### b. Claims

1. Any Owner seeking remedies under this limited warranty must notify Arch Wood Protection, Inc. in writing within thirty (30) days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repairs. By giving such notice, Owner assumes responsibility for a reasonable service and travel charge as billed if inspection of the dwelling discloses no Structural Damage Failure. The written notice shall include the date the Product(s) was installed and the treating company name noted on the Product(s). The written notice shall be mailed to Arch Wood Protection, Inc., 5660 New Northside Drive, Suite 1100, Atlanta, GA 30328.
2. It is the Owner's responsibility to establish the date of installation and maintain records of pest control company inspections and any subsequent treatments or remedial work. The Owner should do this by retaining any records which tend to prove when the Product(s) was installed and inspected, including but not limited to: purchase invoices and receipts, contractor's billings, service contracts, soil treatment certificates, pest control inspection reports, and building permits.
3. Upon reasonable notice, the Owner must allow Arch Wood Protection, Inc. agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). Arch Wood Protection will perform its obligations under this warranty, if any, within sixty (60) days of receiving complete information from Owner. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, contact:  
Arch Wood Protection, Inc.  
360 Interstate North Parkway, Suite 450  
Atlanta, GA 30339