**THE NATUREWOOD® RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY**

**LIMITED WARRANTY**

**WHAT IS COVERED**

This Limited Warranty is for wood product pressure treated with NatureWood® brand alkaline copper quaternary compounds. The following products are covered by this Limited Warranty:

- NatureWood Wood Product
- NatureWood® brand alkaline copper quaternary compounds

This Limited Warranty is limited to, in KPC's sole discretion, providing replacement NatureWood Wood Product that structurally failed or, in KPC's sole discretion, refunded the monetary equivalent of such NatureWood Wood Product, up to the original purchase price. KPC reserves the right to have a representative inspect all NatureWood Wood Product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this Limited Warranty are not met, KPC shall have no obligation under this Limited Warranty.

**WARRANTY EXCLUSIONS**

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, wood exposed to commercial vineyard stakes, lattice, peeler core landscape timbers, shakes and shingles, specialty items, such as spindles, balusters, lattice and railing or any other products that have been milked after treatment.
- The structural failure of “Above Ground” NatureWood Wood Product when structural failure was caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- The structural failure of “Above Ground” NatureWood Wood Product when there is a reasonable expectation that soil, vegetation, leaf litter or other debris may build up and remain in contact with the component or when the conditions of use, storage, or maintenance cause growth of mold, mildew, or fungal growth on NatureWood Wood Product that is aesthetic.
- The structural failure of “Above Ground” NatureWood Wood Product when used in construction of a greenhouse.
- The structural failure of “Above Ground” NatureWood Wood Product used in construction of decks and freshwater docks; or used above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, natural or artificial processes or construction.

**WARRANTY CONDITIONS**

This Limited Warranty applies only if each of the following conditions are met:

- NatureWood Wood Product must be used only in residential or agricultural applications and as specified on the Ink stamp and/or end tag attached to the NatureWood Wood Product.
- Specificity. “Above Ground” NatureWood Wood Product is used only in “Above Ground” applications. “Above Ground” applications are those ground uses of NatureWood Wood Product where the NatureWood Wood Product is not in contact with soil, placed on or over soil using a synthetic barrier or plastic material, subject to frequent wetting or continuously exposed to heavy vegetation, mulch products, fill, dirt, or other conditions that could simulate a ground contact exposure. “Ground Contact” NatureWood Wood Product can be used in either “Above Ground” or “Ground Contact” applications. “Ground Contact” applications are those where NatureWood Wood Product is used:
  - in contact with the ground, fresh water, or other situations favorable to deterioration;
  - above ground, but is difficult to maintain, repair or replace and is critical to the performance and safety of the entire system (construction, or the structural failure of which results in damage to life, limb, or property);
  - above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.
- Examples of “Ground Contact” general use applications include fence posts, deck posts, structural lumber, joists and beams for decks and freshwater docks, and timbers located in areas of low natural potential for wood decay and insect attack.
- “Above Ground” NatureWood Wood Product must be treated with NatureWood® alkaline copper quaternary compounds in a minimum 0.20 pcf preservative retention level and “Ground Contact” NatureWood Wood Product must be treated with alkaline copper quaternary compounds to a minimum 0.40 pcf preservative retention level. NatureWood Wood Product must be used in accordance with state and local building codes.
- Abrahs on endcut wood preservative must be applied at the time of construction on all sawn cuts and drill holes for Douglas-Fir and Hem-Fir treated NatureWood Wood Product. Recommended endcut wood preservative is copper naphthalate, zinc oxide, or zinc naphthalate products.
- Because of the variety of NatureWood Wood Product that “structurally fails” up to the original purchase price.

This Limited Warranty is not transferable from an original consumer purchaser or “first-owner” to any subsequent consumer or owner-tenant, or successor of the real property on which NatureWood Wood Product is installed.

**MOLD, MILDEW, OR FUNGAL GROWTH**

Mold, mildew, or fungal growth on NatureWood Wood Product that is aesthetic. In the event of a claim, it will be necessary to present this documentation for all NatureWood Wood Product that is claimed to have structurally failed.

**INVALIDITY OR UNENFORCEABILITY**

Invalidity or unenforceability of any provision of this Limited Warranty shall not affect the remaining provisions hereof, and it is the intention of the parties further to agree that they shall not participate in any class action (existing or future) brought by any third party in connection with this Limited Warranty or in connection with the NatureWood Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. KPC’s failure at any time to enforce any provision of this Limited Warranty in a particular situation shall not operate as a waiver of the provision. This Limited Warranty constitutes the complete and exclusive agreement between you and KPC with respect to the subject matter contained in this Limited Warranty and supersedes any and all previous oral or written agreements or representations. KFC, its agents, or its assigns may modify this Limited Warranty in any manner that does not affect the validity of this Limited Warranty, or in any manner that is otherwise enforceable or any other provision, all of which shall remain in full force and effect.

Subject to the terms, conditions, limitations and exclusions in this Limited Warranty, any action for breach of this Limited Warranty must be commenced within one (1) year after you knew or should have known of the occurrence of the structural failure. The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this Limited Warranty or in connection with the NatureWood Wood Product must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party in connection with this Limited Warranty or in connection with the NatureWood Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. KFC’s failure at any time to enforce any provision of this Limited Warranty in a particular situation shall not operate as a waiver of the provision. This Limited Warranty constitutes the complete and exclusive agreement between you and KFC with respect to the subject matter contained in this Limited Warranty and supersedes any and all previous oral or written agreements or representations. KFC, its agents, or its assigns may modify this Limited Warranty in any manner that does not affect the validity of this Limited Warranty, or in any manner that is otherwise enforceable or any other provision, all of which shall remain in full force and effect.