



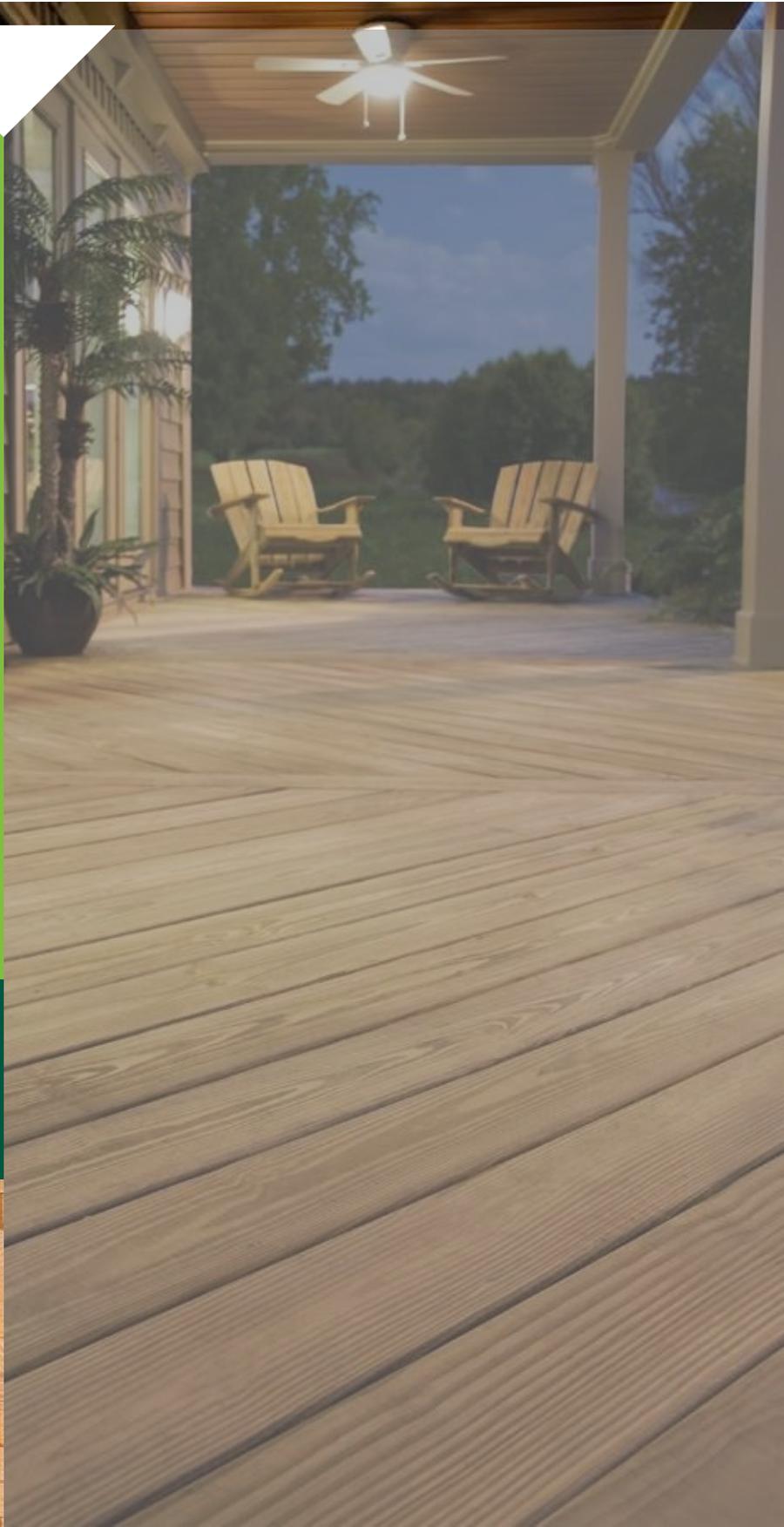
PREMIUM WARRANTY

Understanding Your Treated Wood Warranty

Inside you will find details on the warranty coverage for Culpeper Treated Lumber products. Treated wood warranties cover product failures due to rot decay and insect infestation and do not cover the aesthetics and the natural characteristics of wood to check, warp, twist or cup.

These characteristics can be greatly reduced through proper installation techniques and protecting the wood with proper sealants.

At culpeperwood.com, learn about creating a project that delivers the beauty of real wood with real world peace of mind.



Standard Warranty Protection against Rot, Decay and Insect Infestation

Culpeper Wood Preservers warrants Culpeper Treated Lumber, for a period of twenty (20) years from the date of retail purchase, against damage caused by termites or fungal decay that causes the wood to be structurally unfit for its intended application, subject to the conditions in this warranty and where Culpeper Treated Lumber has been handled, stored, and installed in accordance with good building practices and the requirements of the applicable Installation Instructions. In this warranty, the term Culpeper Treated Lumber or the “Wood” refers to Culpeper Treated Lumber (treated with our micronized copper azole MicroPro preservative). If the Culpeper Treated Lumber fails to perform in accordance with this limited warranty, Culpeper Wood Preservers liability is limited to the remedies set forth below.

Who is Covered:

This warranty is given to the original retail purchaser of Culpeper Treated Lumber or the first owner of a structure built with Culpeper Treated Lumber if the structure is built by a licensed contractor or builder (the “Owner”).

The warranty is not transferrable to any subsequent owner.

Warranty Duration:

The warranty period begins on the date of retail purchase of the Culpeper Treated Lumber and lasts for 20 years.

Requirements for Coverage:

Each of the following conditions must be met for the Culpeper Treated Lumber to be covered under the warranty:

1. The wood must be Culpeper Treated Lumber. This means wood that is pressure-treated with Culpeper’s Kopper Micronized Copper Azole preservative chemicals and references the Culpeper Treated Lumber brand name on the end tag that is attached to the wood.
2. The Wood must be used within the continental United States of America.
3. The Wood must be used in privately-owned residential Projects. Wood that is used in agricultural, commercial, industrial or Commonly-owned properties, including condominiums and multi-family apartment buildings, is not covered, unless a project-specific warranty has been provided by Culpeper.

4. The Wood must be used in the manner that it was intended, as identified on the end tag or stamp that is attached to each piece of Wood.

5. The Wood must not be ripped (cut lengthwise) or surfaced, or otherwise undergo major fabrication after treatment.

6. All cut ends, bore holes, and damage to the surface of the Wood, any piece of Wood that has been sawn, and all surfaced handrails, must be field-treated at the time of construction with an approved end cut solution. Approved solutions include Outlast® Q8 Log Oil® or another product containing a minimum of 0.675% copper as oxine copper (copper-8 or copper-8-quinolinolate), 1% copper as copper naphthenate, or 2% zinc as zinc naphthenate.

7. Only factory-treated surfaces (including faces, edges, and ends) may be used in contact with the ground or fresh water. Surfaces that have been cut, planed, or trimmed may not be used in contact with the ground or fresh water and must be coated with an approved End Cut solution or have a top cap applied.

8. The Wood must be installed, and the structure in which the Wood is incorporated must be designed and built, in accordance with all applicable laws, building codes, design standards and industry best practices.

9. Fasteners and connectors must be stainless steel, silicone bronze, or hot dipped galvanized per ASTM A153. Coated deck fasteners are not permitted.

What this Warranty Does Not Cover:

1. Stair stringers that are fabricated or field-cut after treatment (except that the top end may be trimmed to length after treatment if the top is coated with an approved end cut solution)
2. Wood that is used in an agricultural, commonly-owned, condominium, multi-family, commercial, or industrial structures.
3. Any project or structure owned by a local, municipal, state or federal government body or other government agency. Wood that is not properly installed (see next page regarding Installation Requirements)
4. Damage resulting from any cause other than termites or fungal decay including, but not limited to surface mold growth, staining (such as blue stain), damage from exposure to weather

(such as discoloration, graying, splitting, cracking, checking, warping, or twisting), ordinary wear and tear, misuse, or acts of God (such as a lightning, wind storm, hurricane, tornado, hail, flood, fire or similar natural phenomena);

5. Culpeper Treated Lumber that is used in foundation systems or in framing (such as Permanent Wood Foundation systems, piling, post frame type construction using round poles or heavytimbers);

6. Culpeper Treated Lumber that is used in swimming pool sidewalls;

7. Culpeper Treated Lumber used as vineyard stakes or tree supports in agricultural applications;

8. Culpeper Treated Lumber that is immersed in salt water; or

9. Damage that does not render Culpeper Treated Lumber structurally unfit for permitted uses.

and difficult to maintain, repair or replace, including when used as joists and beams for decks, docks, walkways and other structures

Wood that is treated to Above Ground retentions that is installed in any of the below applications will not be covered. These are areas where below ground lumber must be used:

1. When soil or other debris may build up or stay in contact with the Wood

2. When there is insufficient ventilation to allow air circulation around the Wood to enable drying

3. When the Wood is installed less than 6 inches above ground (final grade after landscaping) or permeable building materials (including concrete, treated wood, soil, water, bark, leaf litter or other ground surface)

4. When the Wood is installed in contact with non-durable, untreated, or non-new construction materials with any evidence of decay

5. When the Wood is subject to frequent or recurring sources of wetting (such as on a floating dock, by a watering system, or a gutter downspout)

6. When the Wood is used in tropical climates

7. When the Wood is used for any component that is critical to the performance and safety of the structure

8. Wood that is nominal 2” thick and wider than nominal 6” and not treated to UC4A, also known as Ground Contact Use
9. Wood that is nominal 4” thick and not treated to UC4A or higher, also known as Ground Contact Use
10. Wood that is thicker than nominal 4” and not treated to UC4B, also known as Ground Contact Heavy Duty Use
11. The natural characteristics of wood check, crack, twist, warp or cup.

How to Make a Warranty Claim:

To make a claim under this warranty, the Owner must provide end tags (which were attached to the Wood when it was purchased) and the original purchase invoice(s) that relate to the covered Wood.

The Owner must send enough end tags to show that a sufficient amount of Culpeper Treated Lumber was originally purchased to cover the amount that is claimed to be damaged. If the Wood was purchased for use both above ground (e.g., decking) and ground contact (e.g., posts), the Owner must provide end tags for each type of use. Invoices and end tags must be mailed to the following address: **Culpeper Wood Preservers
Attention: Warranty Claim Administrator PO Box 1124
Orangeburg, SC 29116**

Standard Warranty Remedy:

Culpeper reserves the right to verify the product was manufactured by its facilities, through their patent pending chemical marker system. Culpeper reserves the right to inspect the project prior to acceptance of the claim and remedy. If the Owner makes a valid claim, Culpeper will, at its sole option, either (1) provide new Culpeper Treated Lumber to replace the damaged Wood or (2) reimburse the Owner the actual, reasonable cost of new Culpeper Treated Lumber to replace the damaged Wood. Culpeper will not be responsible for costs of labor or any other costs associated with repair, removal or disposal of damaged wood or the handling, installation, construction, repair or similar costs of replacement wood.

Any dispute concerning the meaning or applicability of the warranty shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

The arbitration shall take place before a single

arbitrator, the jurisdiction of the arbitrator over the dispute shall be exclusive, and the decisions of the arbitrator shall be binding on the parties and not subject to appeal, and shall be enforceable in any court having competent jurisdiction.

Available Enhanced Coverage for Labor and Materials



Enhanced Warranty Coverage is Available from Certified Culpeper Treated Lumber Premium Warranty Dealers. Standard treated wood warranties only cover the replacement of damaged wood or the value of the damaged wood. *Costs associated with the replacement of the wood, such as labor, fasteners and connectors can also be covered by the Culpeper Premium Warranty Program.* Premium Warranty dealers can be found at culpeperwood.com.

Premium Warranty Protection:

Standard warranty protection plus “peace of mind” coverage for costs associated with the repair, including labor and fasteners. The protection is prorated as listed under “Premium Warranty Remedy”.

Who is Covered by Premium Warranty Protection:

The premium Warranty coverage belongs to the project and is transferable to subsequent owner, for a time frame, based on the “Premium Warranty Enhanced Coverage Details”.

Premium Warranty Duration:

The warranty period begins on the date of retail purchase of the Culpeper Treated Lumber and lasts for 20 years, prorated as listed below under “Premium Warranty Remedy”.

Requirements for Coverage:

1. See Standard Warranty “requirements for Coverage”.
2. Material must be purchased from a premium warranty certified dealer.
3. All treated wood material on the project must be Culpeper Treated Lumber (treated with our copper azole preservative).
4. Stair stringers cut from dimension lumber after treatment are excluded from the Warranty unless: (1) they are treated with an End Cut Solution and (2) they have all horizontal edges that will support step treads covered with non-metallic, self-adhering flashing after application of the End Cut Solution. Stair stringers that are treated after cutting may be trimmed to length on the job site, provided that the cut surface is properly coated with End Cut Solution using two saturating applications.
5. Register the project and owner at Culpeperwood.com/warranty, providing a copy of the original invoice, photos of end tags, three (3) photos of the finished project and review and agree that you have reviewed and understand the installation requirements, provided in this document and on the registration page.

What the Warranty Does Not Cover:

See the Standard Warranty Coverage

How to Make a Warranty Claim:

Contact your Premium Warranty dealer. A representative will contact you within 48hrs to schedule a time to inspect the claim.

Premium Warranty Remedy:

Culpeper reserves the right to verify the product was manufactured by its facilities. After inspection and acceptance of the claim Culpeper will require a minimum of 3 bids, from a certified contractor to justify repair costs. Costs will be compared to RS Means construction cost data (<https://www.rsmeans.com/>). Culpeper Wood Preservers reserves to the right to make the repair or contract work to make the repairs, if they do not find the estimated repair costs to be within normal rates for the market.





PREMIUM WARRANTY

Enhanced Coverage Details

Years 1 - 5

Replacement wood plus reasonable cost of:

- Removal and disposal of damaged wood
- Labor for repair of damaged portion of the structure
- Fasteners and materials needed to replace or repair the damaged portion of the structure

Years 6 - 10

Replacement wood plus 75% of the reasonable cost of the following items:

- Removal and disposal of damaged wood
- Labor for repair of damaged portion of the structure
- Fasteners and materials needed to replace or repair the damaged portion of the structure

Years 11 - 15

Replacement wood plus 50% of the reasonable cost of the following items:

- Removal and disposal of damaged wood
- Labor for repair of damaged portion of the structure
- Fasteners and materials needed to replace or repair the damaged portion of the structure

Years 16 - 20

Replacement wood

Coverage shall only apply to the specific part or component which failed to comply with the warranty and not the entire structure. Costs will be determined "reasonable" based on the 3 bids received in the procedure outlined.

Exclusion of Other Remedies (Standard and Premium Warranties):

IN NO EVENT SHALL CULPEPER BE LIABLE, WHETHER IN TORT, CONTRACT, OR UNDER ANY OTHER LEGAL THEORY, FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS, PROPERTY DAMAGE, DEATH OR PERSONAL INJURY, REGARDLESS OF THE CAUSE, ARISING OUT OF OR RELATING TO THE PURCHASE OR USE OF CULPEPER TREATED LUMBER, EVEN IF CULPEPER HAS BEEN ADVISED OF THE POSSIBILITY OF THE CLAIM. 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.

Disclaimer of Other Warranties (Standard and Premium Warranties):

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY. CULPEPER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS AND CANNOT LAWFULLY BE DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE SHORTEST PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Only Culpeper Wood Preservers is liable under this warranty and its directors, officers, employees and agents have no liability to the Owner or to others with respect to the purchase or use of Culpeper Treated Lumber.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

How to Properly Choose Treated Wood

To obtain the maximum performance out of your treated wood in any outdoor project, you need to choose material that is appropriate for the conditions in which it will be used. Each piece of treated wood has an end tag that lets you know if the wood is meant for Above Ground, Ground Contact, or Heavy Duty Ground Contact applications. These end use descriptions refer to the types of conditions in which the wood is intended to perform.

Below are guidelines on the meaning of those end use descriptions and the best practices in the selection and use of treated wood. All treated wood, regardless of preservative, that is used in residential and commercial applications should be selected and used in accordance with these guidelines. If the right material is not available in your store, ask about special ordering.

