# THE MICROPRO®/LIFEWOOD® RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY

Original consumer purchasers or "first-owners" of specific LifeWood® brand wood products are eligible for this LIMITED WARRANTY. Subject to all of the terms and conditions of this warranty, Osmose®, Inc. (Osmose) will, in Osmose's sole discretion, replace (product only) or refund the original purchase price of LifeWood brand wood products produced by a licensed independently owned and operated treating facility 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 the LifeWood NONTRANSFERABLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY, you must be the owner-of-record of the property at the time LifeWood brand wood products were installed, or if the LifeWood brand wood 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 LifeWood warranty is not transferable from the first-owner to subsequent owners of the property.

# TO IDENTIFY A LIFEWOOD BRAND WOOD PRODUCT, LOOK FOR THE LIFEWOOD END TAG OR INK STAMP

It's easy to identify warranted LifeWood brand wood products. Simply look for the plastic end tag or ink stamp on each piece of LifeWood brand wood. Make sure you receive and retain all LifeWood 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 LifeWood end tag example

The LifeWood Limited Warranty covers only LifeWood brand wood 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 Osmose under the terms of this warranty, in Osmose's sole discretion, is limited to replacement or refund up to the original purchase price of LifeWood brand wood products.

### Terms of Warranty-LifeWood brand treated wood products:

A Lifetime Limited Warranty for LifeWood brand products treated with Micronized Copper Azole Compounds for above ground (treated to minimum 0.06 pcf preservative retention level) used in above ground residential or agricultural applications and ground contact treated lumber, timber, and plywood products (treated to minimum 0.15 pcf preservative retention level) used in residential or agricultural applications. Pressure treated wood products are deemed to be used in Above Ground Use when used in an above ground application where the treated wood product is not in contact with soil, or placed

on/over soil using a synthetic barrier or plastic material, or is continually exposed to heavy vegetation, mulch products, fill dirt, or other conditions that could simulate a ground contact exposure. Some regional and local building code authorities may have policies requiring pressure treated wood products used in "close proximity" to the ground be treated for "Ground Contact Use". 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 "Above Ground Use" or "Ground Contact Use". Pressure treated wood products are deemed to be used in Ground Contact Use when used in, or in contact with, the ground, soil, or fresh water immersion.



### WARRANTY EXCLUSIONS

Osmose is not responsible for any damage to LifeWood brand wood products used in commercial or industrial structures, wood foundation systems, wood exposed to salt water, or 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, lattice, peeler core landscape timbers, specialty items, such as spindles, ball tops, lattice and railing or any other products that have been milled after treatment.

Osmose is not responsible for any application of LifeWood brand wood products other than that specified under the appropriate usage as noted on the ink stamp and/or end tag attached to the piece. Osmose is not responsible for projects or structures containing LifeWood brand products that have been used in improper end use application conditions. Example: Osmose is not responsible for projects or structures where any LifeWood brand products treated for above ground use were used in ground contact use applications. The appropriate usage is noted on the ink stamp and/or end tag attached to the piece.

Osmose is not responsible for projects or structures containing LifeWood brand products where some or all of the product has been used in contact with untreated or treated material that has been used in an improper end use application condition. 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.

Osmose is not responsible for damage to LifeWood brand wood products where the wood has been end-cut or trimmed and used in contact with the ground.

Osmose is not responsible for damage to LifeWood brand wood products where the wood has been sawn lengthwise or surfaced.

Osmose is not responsible for damage to LifeWood brand wood 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. Osmose is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement LifeWood brand wood product(s.)

Osmose is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged LifeWood brand wood products.

Osmose is not responsible for corrosion of fasteners, hardware, or any other material(s), or any damage resulting from such an occurrence.

Osmose is not responsible for delamination of LifeWood brand plywood or other laminated wood products.

Osmose is not responsible for mold growth on LifeWood 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 LifeWood treated wood product purchase receipt(s) from your lumber dealer or contractor/builder. In addition Osmose requires an itemized list of the damage to all LifeWood products and an end tag from each piece of damaged treated wood. Send this information to:

# OSMOSE, INC. • ATTN: CONSUMER AFFAIRS P. O. DRAWER O • GRIFFIN, GEORGIA 30224-0249

Osmose 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 product(s) for the new LifeWood brand wood products. Osmose reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from services.

NOTE: The only obligation of Osmose under the terms of this Warranty is limited to replacement of damaged lumber or the monetary equivalent of the failed LifeWood product up to the original purchase price at the sole discretion of Osmose. Osmose makes no other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. In no event shall Osmose 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 United States.