

# Hi-bor® 20-Year Limited Warranty

Hi-bor® brand lumber and plywood ("Hi-bor Lumber") is produced under special application processes with proprietary chemical products using specialized ingredients and demanding high quality control standards. Koppers Performance Chemicals Inc. (Koppers PC) warrants that, subject to the conditions set forth below and on the back of this warranty certificate, Hi-bor Lumber for residential construction will be free from structural damage\* caused by termite infestation and fungal decay for the twenty (20) year period described below when the Hi-bor Lumber is treated, handled, processed, and stored in accordance with the requirements of Koppers PC and installed in accordance with the requirements of the Koppers PC Hi-bor Warranty Inspection and Warranty Administration Policy Manual (the "Inspection Manual"), the Hi-bor Trademark License Agreement, and applicable legal and building requirements and procedures. Koppers PC also warrants that, subject to the conditions described in this warranty, the Hi-bor Lumber covered hereby will not lose its protective qualities as a result of perforation or indentations caused by construction or normal use. As used in this warranty, Hi-bor Lumber means lumber bearing the Hi-bor trademark, pressure treated by a company licensed by Koppers PC to treat wood products for use in residential construction in the State of Hawaii.

This warranty will expire twenty (20) years after the earlier of the date of initial warranty registration or initial installation of the Hi-bor Lumber covered hereby and, as described on the back of this warranty certificate, will continue in effect during that warranty period only if the warranty holder obtains a termite inspection at intervals not to exceed three years and takes appropriate prompt remedial action in response to such inspections. This warranty excludes from its coverage damages caused by certain conditions as set forth under "Excluded Damages and Causes - Excluded Conditions" on the back of this warranty certificate.

Limitations of Liability - In the event of a valid claim under this warranty, Koppers PC, at its election, will replace lumber of similar design or color, similarly treated.

## CONDITIONS

Claims under this warranty shall be honored only if the following conditions are met:

A valid warranty must have been registered with Koppers PC in the name of the original owner by sending the signed yellow copy of this warranty to the address below. Any purported transfer of this warranty shall be valid only if (i) a fully executed Application for Transfer of Warranty is sent to the address below, contemporaneous with the transfer of the home and (ii) the transferor has complied with all of the conditions of this warranty prior to the transfer.

The claimant must be the current owner of the structure with the Hi-bor® Lumber. The Hi-bor Lumber must have been installed during the original construction of the structure in compliance with all of the requirements of the Inspection Manual, including, but not limited to the following:

- (1) Hi-bor Lumber must be used for all framing and structural wood, including all concealed wood, all foundation wood (if any) including any subflooring and skirting strips, all double-wall framing wood, including sills or plates, studs, blocking, headers, etc., all framing wood used in the roof structure, including without limitation trusses, joists, rafters, roof furring strips, cant strips and roof sheathing or decking, and all wood in contact with concrete or masonry except to the extent otherwise permitted by the Inspection Manual. Only Hi-bor Lumber used for these purposes will be covered by this warranty. This warranty does not cover any wood used in the structure other than Hi-bor Lumber. Builder must provide Owner with written verification that Builder has complied with the Inspection Manual terms.
- (2) Builder must provide written assurance to Owner that all Hi-bor Lumber which is cut, notched, drilled, etc., during construction, and whose thickness is greater than two inches was treated with an approved preservative on all freshly exposed surfaces. Owner must provide such documented assurance at the time of claim submittal.
- (3) No part of any exterior wall, including stucco, hardboard, etc., shall be within four inches of the final finished soil grade at any time upon completion of the original structure.
- (4) Any Hi-bor Lumber used on the exterior of the structure (for example, fascia board, siding, etc.) must be protected at all times by an appropriate protective waterproof coating (paint, waterproof sealant, etc.).
- (5) The Hi-bor Lumber must be used in the State of Hawaii.

## WARRANTY CLAIMS PROCEDURE

In the event of structural damage caused by allegedly defective Hi-bor Lumber, Koppers PC must be notified and a claim made within thirty (30) days after the

date of discovery of any alleged defect. This notification and all claims shall be made in writing by mail to:

**KOPPERS PERFORMANCE CHEMICALS INC.**  
**ATTN: CONSUMER AFFAIRS**  
**P. O. DRAWER O**  
**GRIFFIN, GEORGIA 30224-0249**

Prior to any repair to address attenuated damage, the claimant shall allow Koppers PC the right to inspect the affected structure(s) or property and to obtain pictures and samples of the alleged defective lumber. This right to examine includes the right to enter upon the claimant's real property upon reasonable notice.

## EXCLUSIONS DAMAGES AND CAUSES

THIS WARRANTY DOES NOT COVER DAMAGES CAUSED BY:

Improper use or treatment, including use or treatment inconsistent with the Inspection Manual, applicable law and building regulations. Note: Hi-bor Lumber at the construction site which has not yet been installed must be properly stored and covered in accordance with the Inspection Manual; or

Faulty construction; or  
Mold; or

Conditions which cause the Hi-bor Lumber to be within four inches of the ground or exposed to flowing or standing water or accumulated moisture, whether because of improper installation, weather, settling, act of God, structural alterations made after completion of the installation of the Hi-bor Lumber, or any other reason; or Natural acts of God including, but not limited to, wind, lightning, hurricanes, tornados, hailstorms, volcanic eruption, or earthquakes; or Exposure to rain or water, including surf or flooding, except for rainfall on installed Hi-bor Lumber which is at all times protected by an appropriate waterproof protective coating (paint, waterproof sealant, etc.); or [NOTE: AS A CONDITION TO THE CONTINUING EFFECTIVENESS OF THIS WARRANTY, THE OWNER OF THE STRUCTURE MUST TAKE APPROPRIATE STEPS TO ENSURE THAT ALL HI-BOR LUMBER USED ON THE EXTERIOR OF THE STRUCTURE (FOR EXAMPLE, FACIA BOARD, SIDING, ETC.) IS CONTINUOUSLY AND THOROUGHLY PROTECTED BY SUCH A WATERPROOF PROTECTIVE COATING, INCLUDING REAPPLICATIONS OF SUCH A COATING, AS NECESSARY.]

The settlement, distortion, failure, cracking, or movement of the Hi-bor Lumber for reasons not connected with the treatment of the Hi-bor Lumber; or

Chemical alterations of the Hi-bor Lumber as the result of exposure to or contact with chemicals or foreign elements not contemplated in the Inspection Manual.

Koppers PC is not responsible for any damage to Hi-bor 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, or specialty items that have been milled after treatment.

Koppers PC is not responsible for any application of Hi-bor 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.

Koppers PC is not responsible for damage to Hi-bor 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.

Koppers PC is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged Hi-bor brand wood products. Koppers PC is not responsible for corrosion of fasteners, hardware, or any other material(s), or any damage resulting from such an occurrence.

Koppers PC is not responsible for delamination of Hi-bor brand plywood or other laminated wood products.

Koppers PC is not responsible for mold growth on Hi-bor products.

Koppers PC reserves the right to make changes or improvements in its product(s) without incurring any obligation to similarly alter product previously purchased. THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR:

Damage to contents of the dwelling.

Damage by fungi or termites to wood other than Hi-bor Lumber or to Hi-bor Lumber subjected to increased risk of such damage by exposure thereto not normally to be anticipated, or resulting from fire or any similar cause as casualty. THIS WARRANTY DOES NOT COVER EXTERIOR DECKS.