

# WOOD FENCING

## Warranty

### ELIGIBILITY

Universal Forest Products Eastern Division, Inc. (the "Warrantor"), is pleased to extend a Warranty to you. This Warranty is valid for standard residential applications and may not be assigned or transferred by you. The applicable Warranty Period is indicated on the product label or end tag. If there is no other indication, a One-Year Limited Warranty applies.

### PRESERVATIVE WARRANTY PERIOD - LIFETIME LIMITED WARRANTY -

Warrantor will replace any genuine treated product used in a residential application which becomes structurally unfit due solely to damage caused by fungal decay or termites.

### TWO-YEAR COLOR LIMITED WARRANTY -

Warrantor will, in Warrantor's sole discretion, replace any ProWood Dura Color Warranted Wood Product used in a residential application which exhibits Significant Color Changes within the first two years from the date of purchase. The "color warranted wood product" shall be defined as a wood product which has been labeled with an end tag indicating that the product is treated with the ProWood Dura Color pigment coloring system.

### WARRANTY DETAILS

This Warranty does not cover costs of installation, removal or reinstallation or for the natural characteristic of wood to have raised grain, split, warp, shrink, swell, or twist, or damage caused by physical abuse, acts of God, acts of war, or other chemical or biological factors. Warrantor's sole obligation in Warrantor's sole discretion is limited to replacement of the product or a monetary refund up to the original purchase price of the wood, and Warrantor shall have no further liability or obligation except as expressly stated herein. Warrantor shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. The Warranty does not apply to any of the following uses: foundation piles, poles, supports in pole-frame structures, swimming pool sidewalls, tree, vine or plant supports, use in commercial or industrial projects or any application involving immersion of the product in water or any specialty items that have been milled after treatment. Discoloration from stains, such as metallic rust and other corrosive compounds are excluded from coverage under this warranty. This warranty specifically excludes any color variations due to changes of color and or appearance on any and all walking surfaces, seating surfaces, climbing surfaces, or other wearing surfaces. This shall include, but not be limited to, color variations or wear due to repeated foot and hand traffic. This warranty excludes any use of the ProWood Dura Color system other than that specified under the appropriate usage as noted on the end tag attached to each piece of treated wood. This warranty does not cover corrosion of fasteners, hardware, or any other material(s) or any damage resulting from such an occurrence and it excludes any mold growth on branded wood product treated with ProWood Dura Color product(s). Always follow the guidelines stated in the applicable Safe Handling Information Sheet/Section when working with or handling this product. Warrantor and its representative(s) reserves the right to investigate any claim and to inspect the materials on which a claim is made prior to its removal from services. The term "Significant Color Changes" as used in this warranty shall mean significant changes in the original color of the product that are not due to fading or other changes do to the natural characteristics of the wood itself. The intent of this warranty is to assure the consumer that within the first two years the ProWood Dura Color color-treated product will not turn a silvery grey, nor lose a substantial amount of color as is the case with certain other wood products. Significant Color Changes does not mean natural color variations due to exposure to sunlight, saltwater and other weather conditions. ProWood Dura Color color treated products are resistant to fading but are not impervious to color changes. Color variation within our acceptable range and change in color due to exposure to sunlight, saltwater and other weather conditions shall not be deemed Significant Color Changes and such product is not covered by this warranty. Natural color variations are to be expected as they evidence the character of a natural wood product. Such natural variations reveal the color variation between different species of wood and the individual characteristics of the board or rail similar to the way heartwood, knots or sapwood will impact the product color. Significant Color Changes shall not mean attack by wood-destroying fungi that disintegrate the wood cell walls. Color changes associated with surface mold and mildew are not included in the definition of Significant Color Changes and are not covered under this Warranty. Other changes in appearance caused by the natural weathering of wood, including but not limited to, raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of wood, are not covered under this warranty. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the limitation and exclusions contained herein do not apply to you if in such a state. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### CLAIM PROCEDURE

To make a claim under this Warranty to receive replacement wood, the original owner must, within 90 days of actual or constructive notice of Significant Color Change, do the following:

- (1) Prepare a letter that includes the following:  
A list of pieces and the size of each piece for which the claim is made; Proof of Purchase of the product, as shown on the original invoice; Proof of Warranty, such as the original end tag from the product, copy of the mark on the product, or other evidence.
- (2) Mail the above information to:

Universal Forest Products Eastern Division, Inc., Warranty Information  
2801 East Beltline N.E., Grand Rapids, MI 49525

WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF.