

N-DURZ® LIFETIME RESIDENTIAL LIMITED WARRANTY

1. WARRANTY COVERAGE

N-Durz® brand borate pressure treated wood (lumber and plywood) (the Product(s)) is warranted by Great Southern Wood Preserving, Inc. (GSWP), as installed in residential dwellings, against structural failure* from termites, (see Zone Map for details), carpenter ants, and fungal decay which results in the structural failure of the Product.

The obligation under this Lifetime Residential Limited Warranty is limited to replacement of structurally failed Product(s) only. To qualify for the N-Durz® Lifetime Residential Limited Warranty, you must be the first owner-of-record of the property at the time N-Durz® brand wood products are installed. Or, if the warranted wood was installed by a builder-contractor-owner, "first owner" means the owner-of-record first acquiring the property from the builder-contractor-owner. The N-Durz® Lifetime Residential Limited Warranty is not transferable from the first-owner to subsequent owners of the property. "Residential Dwelling" is defined as a dwelling owned and occupied by a single family. GSWP warrants N-Durz® brand borate pressure treated wood produced by Great Southern Wood Preserving, Inc., its affiliates and subsidiaries and TSO providers to a minimum retention of .28 pcf B203 (Formosan termite zone) or .17 pcf B203 (non-Formosan termite zone). (See Zone Map for details). Each piece of Product shall bear an approved N-Durz® permanent ink stamp or end tag at time of delivery.

*Structural failure shall be defined as damage to the Product(s), which renders it incapable of structurally performing its intended function. This Warranty is only valid in the continental United States.

2. EXCLUSIONS FROM WARRANTY COVERAGE

This Warranty does not provide a remedy for:

- a. Consequential damages or damages to the contents of the building;
- b. Damages to the Product(s) caused by:
 1. Product(s) subjected to ground contact or Product(s) covered with any construction material extending to or below grade which allows moisture accumulation or repetitive wetting;
 2. Misuse or improper handling, installation, or maintenance;
 3. Physical disturbance of soil subsequent to its pre-construction treatment;
 4. Condominiums and commercial properties;
 5. Acts of God, such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena;
 6. Design, application, or construction of the dwelling in which the Product(s) are installed; or
 7. Transport, storage, or handling of the Product(s) prior to installation;
 8. Delamination of plywood or other laminated wood products;
 9. Mold growth on N-Durz® brand wood products or any damages resulting from the existence of mold;
 10. Damages to wood products caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, cracking, warping, shrinkage, swelling or any other physical property of the wood;
 11. Any use of the wood products other than that specified on product literature and or end tags;
 12. Damage due to any cause other than fungal decay or termite damage;
 13. Formosan termite damage to .17 pcf B203 treated N-Durz® wood products regardless of geographic location;
- c. Product(s) not installed in compliance with all applicable building codes, requirements set forth in this Warranty, and/or the N-Durz® Product Information Guide at time of installation;
- d. Termite "grazing" damage that does not affect the structural failure* of the Product(s);
- e. Damages resulting from an Owner's failure to comply with the inspection and maintenance requirements set forth in this

Warranty and the N-Durz® Product Information Guide;

- f. Any cost associated with removal of damaged Product(s) or delivery or installation of the replacement Product(s);
- g. Failure of framing lumber in excess of 4" in nominal thickness;
- h. Any N-Durz® brand product(s) used in exterior construction whether or not protected with primer, paint or other product;
- i. Corrosion of fasteners, hardware or any other material(s) or any damage resulting from such an occurrence.

3. EXCLUSION OF IMPLIED WARRANTIES

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, 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 SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW.

4. REMEDIES

In the event of any structural failure of Product(s) covered by this Warranty, GSWP will provide replacement Product(s) for the nonconforming Product(s) or a monetary equivalent. In the event Owner litigates a claim for repairs to the Dwelling based on this Warranty, the losing party agrees to pay the winning party's court costs, including reasonable attorney's fees, up to a maximum of \$3,000.00 as incurred by the winning party.

5. EXCLUSION OF OTHER REMEDIES

In no event will GSWP be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in the Product(s) supplied, including, but not limited to damage to property or lost profits. 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.

6. CONDITIONS: RESPONSIBILITY OF OWNER

The Owner shall be responsible for the following. The failure to complete any of these items shall act as a waiver of any rights Owner may have against GSWP under this Warranty and the Warranty shall be void.

- a. Installation/Maintenance
 1. If required by state or local building codes or law(s)/regulations, a complete soil treatment with an EPA approved termiticide, to label recommendations, must be performed. Treatment must be completed prior to construction by a certified pest control operator licensed to perform such work in the state in which the property is located. Soil treatment must meet state and local building code requirements and/or requirements of law(s)/regulation. Soil treatments must cover foundations, around postholes, under floors of slab construction and around the perimeter of slabs and foundations.
 2. Product(s) must be installed in compliance with applicable building codes, and the dwelling must be inspected and certified by a local building code official.
 3. Fasteners used with N-Durz® brand borate treated wood products shall be compliant with building code recommendations. Check with local building authorities and building codes regarding acceptability of fasteners and fastening requirements.
 4. All Product(s) must be used only in weather protected above ground applications and continuously protected from liquid water.
 5. Field treatment of all end cuts and borings, including plumbing and electrical holes, is required on all lumber and timbers over 2" in thickness.
 6. A certified pest control company must conduct on-site termite

inspections no less than once every three years. Additional treatment and remedial work shall be performed as necessary based on the results of the inspection.

7. Full compliance with the N-Durz® Product Information Guide in effect at the date of installation, a copy of which is attached to this Warranty document.
 8. This Warranty does not and shall not cover N-Durz® brand borate treated wood products used in an exterior exposure condition or in an interior space that creates an exterior environmental condition. Direct contact of the Product(s) with the ground or in any application which allows for the accumulation of free water or repetitive wetting condition at any time during the warranty period shall render this Warranty void.
- b. Claims
1. It's easy to identify N-Durz® brand wood products. Simply look for the plastic end tag or ink stamp on each piece of N-Durz® brand wood. Make sure you receive and retain the N-Durz® proof-of purchase certificate or end tag as well as the original purchase invoice from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation.
 2. Any Owner seeking remedies under this Warranty must notify GSWP in writing within 30 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repairs. By giving such notice, Owner agrees to allow for an on-site inspection to be performed and assumes responsibility for a reasonable service and travel charge as billed if inspection of the dwelling discloses no structural failure due to damage by termites, carpenter ants, or fungal decay to the Product(s), or a non warrantable condition. The written notice should include copies of end tags, the original purchase invoice along with the date the Product(s) was installed and the treating company name noted on the Product(s). The written notice shall be mailed to Great Southern Wood Preserving, Inc., P.O. Box 610, Abbeville, AL 36310.
 3. It is the Owner's responsibility to establish the date of installation and maintain records of pest control company inspections and any subsequent treatments or remedial work. The Owner shall do this by retaining any records which tend to prove when the Product(s) was installed and inspected, including but not limited to: purchase invoices and receipts, contractor's billings, service contracts, soil treatment certificates, pest control inspection reports, and building permits.
 4. Upon reasonable notice, the Owner must allow GSWP agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). Failure to do so in a timely manner shall render this Warranty void. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

N-Durz® brand pressure treated products are treated with a Disodium Octaborate Tetrahydrate (DOT) preservative. Great Southern Wood Preserving, Inc., its affiliates and subsidiaries and TSO providers, use Osmose, Inc. (DOT) or Quality Borate Company, LLC (DOT) wood preserving products, methods, systems and technology in the treatment of N-Durz® brand products. For more information visit www.osmose.com or www.qualityborate.com. For important handling and other information concerning our products or for a copy of the N-Durz® brand Material Safety Data Sheet (MSDS), please visit us at www.greatsouthernwood.com or write us at P.O. Box 610, Abbeville, AL 36310. N-Durz® is a federally registered trademark of Great Southern Wood Preserving, Inc. The Great Southern Wood Preserving, Inc., logo is a trademark of Great Southern Wood Preserving, Inc.

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For further information, contact: Great Southern Wood Preserving, Inc.
P.O. Box 610 Abbeville, AL 36310 1-800-633-7539 or visit
www.greatsouthernwood.com.

N-DURZ® LIFETIME RESIDENTIAL LIMITED WARRANTY ZONE MAP

