

IMPORTANT INFORMATION

- Do not burn fire retardant treated wood.
- Wear dust mask and goggles when cutting or sanding wood.
- Wear gloves when working with wood.
- Some fire retardant treated wood chemicals may migrate from the treated wood into soil, water or other surfaces. It may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.
- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Wash work clothes separately from other household clothing before reuse.
- Fire retardant treated wood should not be used where it may come into direct or indirect contact with drinking water.
- Do not use fire retardant treated wood under circumstances where it may become a component of food, animal feed, or beehives.
- Do not use fire retardant treated wood as mulch.
- Only fire retardant treated wood that is visibly clean and free of surface residue should be used.
- If the wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.
- Users of treated wood should dispose of treated wood scraps and cut offs in accordance with local, provincial and federal regulations.
- If you desire to apply a paint, stain, clear water repellent, or other finish to your fire retardant treated wood, we recommend following the manufacturer's instructions and label of the finishing product. Before you start, we recommend you apply the finishing product to a small exposed test area before completing the entire project to insure it provides the intended result before proceeding.
- Projects should be designed and installed in accordance with federal, provincial, and local building codes and ordinances governing construction in your area.
- Mold growth can and does occur on the surface of many products, including untreated and fire retardant treated wood, during prolonged surface exposure to excessive moisture conditions. To remove mold from the treated wood surface, wood should be allowed to dry. Typically, mild soap and water can be used to remove remaining surface mold.
- Use fire retardant treated wood safely. Always read the label and product information before use.

Canada 50-Year Limited Warranty

FlamePRO[®]
FIRE RETARDANT TREATED WOOD

50 *Canada*
YEAR
LIMITED WARRANTY

FlamePRO[®]
FIRE RETARDANT TREATED WOOD

***For more information call 800-585-5161
or visit www.kopperspc.com***

FlamePro[®] brand pressure treated wood is treated with fire retardant chemicals produced by Koppers Performance Chemicals Inc. FlamePro[®] brand pressure treated wood is produced by independently owned and operated wood preserving facilities. FlamePro[®] is a registered trademark of Koppers Performance Chemicals Inc. © 7/2019

FLAMEPRO® FIRE RETARDANT TREATED WOOD 50 YEAR LIMITED WARRANTY (“50 YEAR LIMITED WARRANTY”)

WHAT IS COVERED

This 50 Year Limited Warranty is for wood product pressure treated with FlamePro® brand fire retardant sold or labeled as FlamePro® brand wood product or as covered by this 50 Year Limited Warranty (“FlamePro Wood Product”). For a period of fifty (50) years from the date of installation, Koppers Performance Chemicals Inc. (“KPC”) will provide “contractors/builders” who use FlamePro Wood Product that “structurally fails” the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product. A structure incorporating FlamePro Wood Product may contain fire retardant treated wood other than FlamePro Wood Product. However, as described below under Warranty Exclusions, this 50 Year Limited Warranty does not cover fire retardant treated wood other than FlamePro Wood Product.

This 50 Year Limited Warranty is not transferable.

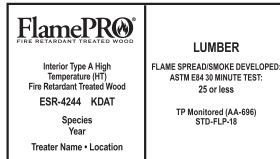
“Contractors/builders” means the installer of FlamePro Wood Product on real property owned by such contractor/builder or any other owner-of-record.

“Structurally fails” means a reduction in strength below the strength properties published in ESR 4244 (or the applicable treater ESR label number referencing KPC’s ESR 4244) caused by the FlamePro® fire retardant chemical.

TO IDENTIFY A FLAMEPRO® BRAND WOOD PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify FlamePro Wood Product. Simply look for the end tag or ink stamp on each piece of FlamePro Wood Product. Make sure you retain original end tag(s) for each piece of FlamePro Wood Product, if available, as well as the purchase receipt(s). In the event of a claim, it will be necessary to present this documentation for all FlamePro Wood Product that is claimed to have structurally failed.

Product Stamp



WARRANTY CONDITIONS

This 50 Year Limited Warranty applies only if each of the following conditions are met:

- FlamePro Wood Product must be used only in interior applications and as specified on the ink stamp and/or end tag attached to the FlamePro Wood Product.
- FlamePro Wood Product must be kiln dried after treatment in accordance with KPC’s specifications current at the time of treatment.
- FlamePro Wood Product must be handled, stored, and installed in accordance with KPC’s literature current at the time of purchase a copy of which is available from 1-800-585-5161 or <http://www.kopperspc.com>.
- FlamePro Wood Product must be labeled with an Underwriters Laboratories, Inc. label and ESR 4244 label (or the applicable treater ESR label number referencing KPC’s ESR 4244) indicating that the treated wood product is FlamePro Wood Product.
- FlamePro Wood Product must only be used and installed in applications that meet all applicable laws and building codes at the time of installation, including, but not limited to, the National Forest Product Association’s National Design Specification and the American Plywood Association’s Plywood Design Standard(s), and must be approved by the building code authority having jurisdiction over the structure. If no building codes apply, FlamePro Wood Product must only be used and installed in applications that meet the International One and Two-Family Dwelling Code or the International Building Code in effect at the time of construction.
- If used in a roof application, (1) FlamePro Wood Product must only be used and installed in applications that are designed to an industry recognized design customarily used in the construction industry, (2) the attic and/or roof assembly must not exceed temperatures of 150°F at any time, and (3) all FlamePro Wood Product must be a minimum of 7/16” in thickness and a minimum of 4 plys.

WARRANTY EXCLUSIONS

This 50 Year Limited Warranty does not cover:

- Structural failure where the FlamePro Wood Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.), except that FlamePro Wood Product that is plywood may be ripped.
- Structural failure caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- Structural failure of fire retardant treated wood other than FlamePro Wood Product where a structure incorporating FlamePro Wood Product also contains fire retardant treated wood other than FlamePro Wood Product.
- The delamination of FlamePro Wood Product including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on FlamePro Wood Product that is aesthetic.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate FlamePro Wood Product, or structural failure resulting from such an occurrence.
- Structural failure of projects or structures containing any FlamePro Wood Product where some or all of the FlamePro Wood Product has been used in contact with untreated or treated material that has been used in an improper application, or in contact with any older construction with any evidence of decay.
- Structural failure where the FlamePro Wood Product is in direct contact with concrete or masonry that is in contact with the ground or directly exposed to the weather.
- Structural failure caused in whole or part due to fire or improper or inadequate ventilation.
- Structural failure where the FlamePro Wood Product is exposed to temperatures in excess of 150°F (lumber) and 170° (plywood).
- Structural failure where the FlamePro Wood Product is subject to roof leaks or long-term cyclic exposure to heat and humidity at temperatures in excess of 150°F (lumber) and 170° (plywood) from time-to-time.
- Structural failure where the FlamePro Wood Product is used in an unprotected exterior environment.
- Structural failure where the FlamePro Wood Product is used in any Use Category higher than AWWA UC2 (protected from weather but may be subject to sources of moisture).
- Structural failure not due to the FlamePro® fire retardant chemical.
- Damage other than to the FlamePro Wood Product and any portion of the structure incorporating the FlamePro Wood Product due to structural failure.

HOW TO MAKE CLAIMS

To make a claim under this 50 Year Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) and a description of the structural failure along with the FlamePro Wood Product purchase receipt(s). In addition, KPC requires an itemized list of FlamePro Wood Product that structurally fails and either an end tag from each piece of such FlamePro Wood Product or a photograph or other evidence of the ink stamp on each piece of such FlamePro Wood Product. Send this information to:

Koppers Performance Chemicals Inc.

Attn: Consumer Affairs

P. O. Drawer O

Griffin, Georgia 30224-0249

KPC, in its sole discretion, may arrange for a certified independent testing agency to conduct strength tests of the FlamePro Wood Product. If requested, samples of the FlamePro Wood Product claimed to have structurally failed must be sent to KPC along with proof that the FlamePro Wood Product was removed from the structure in question. If the certified independent testing agency determines that the FlamePro Wood Product has not structurally failed, contractor/builder shall be responsible for all costs related to testing. KPC reserves the right to conduct additional sampling and testing. In addition, KPC reserves the right to have a representative inspect all FlamePro Wood Product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this 50 Year Limited Warranty are not met, KPC shall have no obligation under this 50 Year Limited Warranty. Subject to the terms, conditions, limitations and exclusions of this 50 Year Limited Warranty, KPC

will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation (including test results), make available to you the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product.

LIMITATION OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of FlamePro Wood Product, the contractor/builder who uses FlamePro Wood Product accepts the terms, conditions, limitations and exclusions contained in this 50 Year Limited Warranty.

The only obligation of KPC and the exclusive remedy available under this 50 Year Limited Warranty is limited to, the reasonable cost of repair of the damaged portion of the structure incorporating the FlamePro Wood Product to contractors/builders who use FlamePro Wood Product that “structurally fails”.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KPC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL KPC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, EVEN IF KPC KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Some provinces, states or other jurisdictions do not allow limitations on the length of implied warranties or conditions, or do not allow the exclusion or limitation of certain types of damages, or the exclusion or limitation of liability for death or personal injury caused by that party’s negligence. If that is true of the contractor’s/builder’s province, state or jurisdiction, the above limitations or exclusions shall not apply except to the maximum extent permitted by such applicable law. You have specific rights under this 50 Year Limited Warranty. However, you may also have other rights which vary from jurisdiction to jurisdiction and nothing in this 50 Year Limited Warranty will apply to reduce or eliminate any of your mandatory, statutory rights.

Subject to the other terms, conditions, limitations and exclusions in this 50 Year Limited Warranty, any action for breach of this 50 Year Limited Warranty must be commenced within one (1) year after you knew or should have known of the occurrence of the structural failure.

The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this 50 Year Limited Warranty or in connection with the FlamePro Wood Product must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party arising under this 50 Year Limited Warranty or in connection with the FlamePro Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts.

KPC’s failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this 50 Year Limited Warranty shall not be construed to be a waiver of such provisions.

This 50 Year Limited Warranty constitutes the complete and exclusive agreement between you and KPC with respect to the subject matter contained in this 50 Year Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by KPC or its agents that differ in any manner from the terms of this 50 Year Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of KPC.

Invalidity or unenforceability of any provision of this 50 Year Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This 50 Year Limited Warranty is valid only for FlamePro Wood Product used in Canada.

This 50 Year Limited Warranty applies to FlamePro Wood Product purchased after July 1, 2019, unless superseded.

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