

# NW100<sup>®</sup>

PRESERVATIVE SYSTEM

## Limited Residential Warranty

Original consumer purchasers or "first owners" of specific NW100 treated wood products are eligible for this LIMITED WARRANTY. Subject to all the terms and conditions of this warranty, Timber Specialties Limited (Timber Specialties) will, in Timber Specialties' sole discretion, replace wood products pressure treated with NW100<sup>®</sup> Alkaline Copper Quaternary compounds (product only) or refund the original purchase price of NW100 treated wood products produced by a licensed independently owned and operated treating facility used in, or in conjunction with, residential 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 NW100 Treated Wood NONTRANSFERABLE RESIDENTIAL LIMITED WARRANTY, you must be the owner-of-record of the property at the time NW100 treated wood products are installed; or if the NW100 treated 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 NW100 treated wood warranty is not transferable from the first owner to subsequent owners of the property.

### Proof of Purchase

Make sure you receive and retain the plastic end tags on the NW100 treated wood, as well as the original purchase invoice(s) from your building materials supplier or contractor. In the event of a claim, it will be necessary to present this documentation for all materials claimed.

### What the Warranty Covers

The NW100 Treated Wood Limited Warranty covers only NW100 treated 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 Timber Specialties under the terms of this warranty, in Timber Specialties' sole discretion, is limited to replacement or refund up to the original purchase price of NW100 treated wood products.

### Terms of Warranty

Only NW100 treated wood products labelled as Ground Contact may be used in direct contact with soil or fresh water. NW100 treated wood products labelled as Above Ground must not be used in direct contact with soil or fresh water.

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 provincial 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

Timber Specialties is not responsible for any damage to NW100 treated 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.

Timber Specialties is not responsible for any application of NW100 treated wood products other than that specified under the appropriate usage as noted on the end tag attached to the piece.

Timber Specialties is not responsible for projects or structures containing NW100 treated products that have been used in improper end use application conditions. Example: Timber Specialties is not responsible for projects or structures where any NW100 treated products treated for above ground use were used in ground contact use applications. The appropriate usage is noted on the end tag attached to the piece.

Timber Specialties is not responsible for projects or structures containing NW100 treated 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.

Timber Specialties is not responsible for damage to NW100 treated wood products where the wood has been end-cut or trimmed and used in contact with the ground.

Timber Specialties is not responsible for damage to NW100 treated wood products where the wood has been sawn lengthwise or surfaced.

Timber Specialties is not responsible for damage to NW100 treated 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.

Timber Specialties is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement NW100 treated wood product(s).

Timber Specialties is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged NW100 treated wood products.

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

Timber Specialties is not responsible for delamination of NW100 treated plywood or any other laminated product.

Timber Specialties is not responsible for mold growth on NW100 treated wood products.

For the warranty to be valid, a brush on end-cut wood preservative or a brush-on sealer must be applied on all saw cuts, drill holes, and other field cuts at time of construction. For pressure treated timbers and for pressure treated wood used in **ground contact applications**, a brush on end-cut wood preservative is required at the time of construction on all saw cuts, drill holes and other field cuts. Two applications of a copper naphthenate based end-cut preservative must be applied to the preserved wood before it is installed. For pressure treated wood used in **above ground applications**, such as deck boards, railing, post tops or fence boards, a brush on end-cut wood preservative or Timber Specialties Cut-N-Seal<sup>®</sup> product must be applied to all saw cuts, drill holes and other field cuts at the time of construction. **Failure to apply an end-cut wood preservative or brush-on sealer prior to construction will void the warranty.** Proof of purchase is required that the copper naphthenate based end-cut preservative and/or Cut-N-Seal product was purchased before the completion of the project.

### 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 NW100 treated wood product purchase receipt(s) from your building materials supplier or contractor. In addition, Timber Specialties requires an itemized list of the damage to all NW100 treated products and end tag from each piece of damaged treated wood. Send this information to:

Timber Specialties, Att'n: Consumer Affairs  
P.O. Box 520, 35 Crawford Crescent Campbellville, Ontario L0P 1B0

Timber Specialties 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 NW100 treated wood products. Timber Specialties reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from service.

NOTE: The only obligation of Timber Specialties under the terms of this warranty is limited to replacement of damaged lumber or the monetary equivalent of the failed NW100 treated wood product up to the original purchase price at the sole discretion of Timber Specialties Co. Timber Specialties makes no other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. In no event shall Timber Specialties 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.

This warranty is valid only for product sold in Canada in 2019.