



MICRONIZED COPPER AZOLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY

Except for products for which a warranty is excluded (as indicated on product end tag, literature and/or this warranty), original consumer purchasers (or “first-owners”) of products treated with micronized copper azole preservatives by Great Southern Wood (“Great Southern Wood” means Great Southern Wood Preserving, Incorporated, its affiliates, subsidiaries and TSO providers) are eligible for this MICRONIZED COPPER AZOLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY (“Limited Warranty”) from Koppers Performance Chemicals, Inc. (“Koppers”). Great Southern Wood Preserving, Incorporated, its affiliates, and treating service only providers use Koppers Performance Chemicals, Inc. (“Koppers”) wood preserving products (micronized copper azole), methods, systems and technology in the treatment of YellaWood® brand and Great Southern Wood treated products. Subject to all the terms and conditions of this Limited Warranty, Koppers will provide original consumer purchasers or “first-owners” of products treated with micronized copper azole by Great Southern Wood that “structurally fail” either, in Koppers’s sole discretion, a refund of the monetary equivalent of the failed product up to the original purchase price or replacement product treated with micronized copper azole preservatives by a licensed, independently owned and operated Great Southern Wood treating facility.

The Limited Warranty is not transferable from an original consumer purchaser or the “first-owner” to any subsequent consumer or owner, tenant, or successor of the real property on which the product treated with micronized copper azole preservatives by Great Southern Wood was installed.

“First-owners” means:

- The owner-of-record of the real property at the time products treated with micronized copper azole preservatives by Great Southern Wood were installed; or
- If products treated with micronized copper azole preservatives by Great Southern Wood were installed by a builder-contractor-owner in connection with new construction on real property owned by such builder-contractor-owner, the first owner-of-record that acquires such real property from the builder-contractor-owner.

“Structurally fails” is defined as the inability of product treated with micronized copper azole preservatives by Great Southern Wood to perform its intended function due to rot, fungal decay or termite attack. “Rot” or “fungal decay,” as used in this warranty, mean attack by wood-destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew and/or fungi associated with the appearance or “weathering” of wood. “Weathering” of wood is not decay, fungal decay, or rot of any type.

TO IDENTIFY WARRANTED MICRONIZED COPPER AZOLE PRODUCTS FROM GREAT SOUTHERN WOOD, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify warranted micronized copper azole product from Great Southern Wood. Simply look for the plastic end tag or ink stamp on each piece of micronized copper azole treated wood. If the tag reads “MICRONIZED COPPER AZOLE” and “LIFETIME LIMITED WARRANTY” or “LIFETIME LIMITED RESIDENTIAL WARRANTY” (on the front or back of the tag) and is treated by Great Southern Wood, it is a warranted micronized copper azole product subject to the terms and conditions of this warranty (except for YellaWood® Columns which have a separate written warranty as described below.) Make sure you receive and retain all proof-of-purchase certificate(s) or end tag(s) as well as the original purchase invoice(s) from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation for all materials claimed to have structurally failed.

Fence Board, YellaWood® Column, and Agricultural Fence Post Warranties:

Fence Boards: A separate 15 year limited warranty given by Great Southern Wood applies for fence boards treated with micronized copper azole preservatives by Great Southern Wood to a 0.05 pcf preservative retention level, see The YellaWood® Brand Micronized Copper Azole Fence Board Limited 15 Year Warranty for details.

YellaWood® Columns: A separate YellaWood® Column Lifetime Limited Warranty given by Great Southern Wood applies for YellaWood® Columns treated with micronized copper azole preservatives by Great Southern Wood, see YellaWood® Column Lifetime Limited Warranty for details.

Agricultural Fence Posts: A separate 30-Year Warranty Pressure Treated Posts given by Great Southern Wood applies for certain agricultural fence posts treated with micronized copper azole preservatives by Great Southern Wood, see 30-Year Warranty Pressure Treated Posts for details.

WARRANTY CONDITIONS

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

- Products treated with micronized copper azole preservatives by Great Southern Wood must be used only in residential or agricultural applications and as specified on the ink stamp and/or end tag attached to the products treated with micronized copper azole preservatives by Great Southern Wood.
- Specifically, “Above Ground” product treated with micronized copper azole preservatives by Great Southern Wood must be used only in “Above Ground” applications. (“Above Ground” applications are above ground uses of products treated with micronized copper azole preservatives by Great Southern Wood where the product treated with micronized copper azole preservatives by Great Southern Wood is not in contact with soil, placed on or over soil using a synthetic barrier or plastic material, subject to frequent wetting or continually exposed to heavy vegetation, mulch products, fill dirt, or other conditions that could simulate a ground contact exposure.) “Ground Contact” product treated with micronized copper azole preservatives by Great Southern Wood can be used in either “Above Ground” or “Ground Contact” applications. “Ground Contact” applications are uses where product treated with micronized copper azole preservatives by Great Southern Wood is used:
 - in contact with the ground, fresh water, or other situations favorable to deterioration;
 - above ground, but is difficult to maintain, repair or replace and is critical to the performance and safety of the entire system/construction (e.g., joists and beams for decks and fresh water docks); or
 - above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.

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WARRANTY CONDITIONS (continued)

- Examples of "Ground Contact" general use applications include fence posts, deck posts, guardrail posts, structural lumber, joists and beams for decks and freshwater docks, and timbers located in regions of low natural potential for wood decay and insect attack.
- "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood must be treated with micronized copper azole compounds to a 0.06 pcf preservative retention level and "Ground Contact" product treated with micronized copper azole preservatives by Great Southern Wood must be treated with micronized copper azole compounds to a 0.15 pcf preservative retention level. Product treated with micronized copper azole preservatives by Great Southern Wood must be treated by a licensed treating facility.
- Product treated with micronized copper azole preservatives by Great Southern Wood must be used in accordance with state and local building codes.
- A brush on endcoat wood preservative must be applied at the time of construction on all saw cuts and drill holes for Douglas-Fir and Hem-Fir treated product treated with micronized copper azole preservatives by Great Southern Wood. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: Follow the manufacturer's directions for proper application. This Limited Warranty will not cover Douglas-Fir and Hem-Fir treated products treated with micronized copper azole preservatives by Great Southern Wood for which there is no evidence that an endcoat wood preservative was applied in accordance with the manufacturer's directions at the time of the initial installation.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, wood exposed to salt or brackish water, building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers, shakes and shingles, specialty items, such as spindles, ball tops, lattice and railing or any other products that have been milled after treatment.
- The structural failure of projects or structures containing any product treated with micronized copper azole preservatives by Great Southern Wood where some or all of the product treated with micronized copper azole preservatives by Great Southern Wood 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.
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood used in contact with the ground, fresh water, or other situations favorable to deterioration; used above ground but is difficult to maintain, repair or replace and is critical to the performance and safety of the entire system/construction (e.g., joists and beams for decks and fresh water docks); or used above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.
- The structural failure of product treated with micronized copper azole preservatives by Great Southern Wood where the product treated with micronized copper azole preservatives by Great Southern Wood has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.).
- The structural failure of products treated with micronized copper azole preservatives by Great Southern Wood 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.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate products treated with micronized copper azole preservatives by Great Southern Wood, or structural failure resulting from such an occurrence.
- The delamination of product treated with micronized copper azole preservatives by Great Southern Wood including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on product treated with micronized copper azole preservatives by Great Southern Wood that is aesthetic.
- The structural failure of "Above Ground" Products treated with micronized copper azole preservatives by Great Southern Wood when wetted on a frequent or recurrent basis, such as fresh water docks and walkways, swimming pools, hot tubs, or by watering systems (e.g., waves or water level changes, on a fresh water dock or where wind or watering causes frequent wetting).
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood when installed less than six inches above ground (final grade after landscaping) and supported on permeable building materials (e.g., treated wood or concrete).
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood used when there is a reasonable expectation that soil, vegetation, leaf litter or other debris may build up and remain in contact with the component; or when the construction itself, other structures or anticipated vegetation growth will not allow air to circulate underneath the construction and between decking boards.
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood used in construction that does not allow for water drainage.
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood used in construction of a greenhouse.
- The structural failure of "Above Ground" product treated with micronized copper azole preservatives by Great Southern Wood used in tropical climates.
- Damage to product treated with micronized copper azole preservatives by Great Southern Wood other than structural failure.

HOW TO MAKE CLAIMS

To make a claim under the terms of this Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) and a description of the structural failure along with the purchase receipt(s) from your lumber dealer or contractor/buildier. In addition, Koppers requires an itemized list of product treated with micronized copper azole preservatives by Great Southern Wood and an end tag from each piece of product. Send this information to:

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

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Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, Koppers will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available replacement product treated with micronized copper azole preservatives by Great Southern Wood in exchange for product treated with micronized copper azole preservatives by Great Southern Wood that structurally failed or, in Koppers's sole discretion, refund the monetary equivalent of the failed product up to the original purchase price. Koppers reserves the right to have a representative inspect all wood 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 Limited Warranty are not met, Koppers shall have no obligation under this Limited Warranty.

LIMITATION OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of product treated with micronized copper azole preservatives by Great Southern Wood, the original consumer purchaser or first-owner of product treated with micronized copper azole preservatives by Great Southern Wood accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

The only obligation of Koppers and the exclusive remedy available under the terms of this Limited Warranty is limited to, in Koppers's sole discretion, providing replacement product treated with micronized copper azole preservatives by Great Southern Wood for product treated with micronized copper azole preservative by Great Southern Wood that structurally fails or refund of the monetary equivalent of such product treated with micronized copper azole preservative by Great Southern Wood, up to the original purchase price. Koppers is not responsible for any costs associated with removal or disposal of any product treated with micronized copper azole preservative by Great Southern Wood or delivery or installation of the replacement product treated with micronized copper azole preservative by Great Southern Wood.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KOPPERS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL KOPPERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES.

This is a limited warranty of Koppers only. GREAT SOUTHERN WOOD PRESERVING, INCORPORATED, ITS AFFILIATES, SUBSIDIARIES AND TSO PROVIDERS, MAKE NO WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS TREATED WITH MICRONIZED COPPER AZOLE PRESERVATIVES (EXCEPT FOR, AND SUBJECT TO THE TERMS AND CONDITIONS OF, (1) THE SEPARATE YELLAWOOD® BRAND MICRONIZED COPPER AZOLE FENCE BOARD LIMITED 15 YEAR WARRANTY WHICH APPLIES ONLY TO FENCE BOARDS TREATED WITH MICRONIZED COPPER AZOLE BY GREAT SOUTHERN WOOD, (2) THE SEPARATE YELLAWOOD® COLUMN LIFETIME LIMITED WARRANTY WHICH APPLIES ONLY TO YELLAWOOD® COLUMNS TREATED WITH MICRONIZED COPPER AZOLE BY GREAT SOUTHERN WOOD, AND (3) THE SEPARATE 30-YEAR WARRANTY PRESSURE TREATED POSTS WARRANTY WHICH APPLIES ONLY TO CERTAIN AGRICULTURAL FENCE POSTS TREATED WITH MICRONIZED COPPER AZOLE BY GREAT SOUTHERN WOOD). GREAT SOUTHERN WOOD PRESERVING, INCORPORATED, ITS AFFILIATES, SUBSIDIARIES AND TSO PROVIDERS, EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. To the extent permitted by applicable law, this Limited Warranty is governed by and construed in accordance with the laws of the State of Georgia.

Subject to the other terms, conditions, limitations and exclusions in this Limited Warranty, any action for breach of this 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 Limited Warranty or in connection with the product(s) treated with micronized copper azole preservatives by Great Southern Wood 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 Limited Warranty or in connection with product treated with micronized copper azole preservatives by Great Southern Wood. 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.

Koppers's or Great Southern Wood's failure at any time to enforce any of the terms, conditions, limitations, exclusions, or disclaimers stated in this Limited Warranty shall not be construed to be a waiver of such provisions.

This Limited Warranty constitutes the complete and exclusive agreement between you, Koppers, and Great Southern Wood with respect to the subject matter contained in this Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by Koppers, Great Southern Wood, or their agents that differ in any manner from the terms of this Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of Koppers or Great Southern Wood, respectively. Invalidity or unenforceability of any provision of this Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This Limited Warranty is valid only for product(s) treated with micronized copper azole preservatives by Great Southern Wood used in the continental United States, Alaska and Hawaii.

This Limited Warranty applies to product(s) treated with micronized copper azole preservatives by Great Southern Wood purchased after July 15, 2017, unless superseded.

YellaWood® brand products with micronized copper azole preservatives are pressure treated using the MicroPro® copper preservative process. Great Southern Wood Preserving, Incorporated, its affiliates, subsidiaries and TSO providers, use Koppers wood preserving products (micronized copper azole), methods and technology in the treatment of YellaWood® brand micronized copper azole products. For more information visit koppersperformancechemicals.com. For important handling and other information concerning our products or for a copy of the YellaWood® brand micronized copper azole Safety Data Sheet (SDS), please visit us online at yellawood.com or write us at P.O. Box 610, Abbeville, AL 36310. YellaWood® and the yellow tag are federally registered trademarks of Great Southern Wood Preserving, Incorporated 200-17