IMPORTANT INFORMATION

- Do not burn fire retardant treated wood.
- Wear NIOSH N95 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 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.
- Disposal Recommendations - Fire retardant treated wood may be disposed of in landfills or burned in commercial or industrial incinerators or boilers in accordance with federal, state, and local 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, state, and local building codes and ordinances governing construction in your area and in accordance with the National Design Specifications (NDS) and the Wood Handbook.
- 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. For more information visit www.epa.gov.
- Use fire retardant treated wood safely. Always read the label and product information before use.
**WARRANTY CONDITIONS**

This 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 in KPC’s literature current at the time of purchase.
- FlamePro Wood Product must be used with an Underwriters Laboratories, Inc. label and ESR 4244 label.
- FlamePro Wood Product must be used in buildings conforming to local building codes, as defined by code enforcement officials.
- FlamePro Wood Product must be used in accordance with the International Building Code in effect at the time of construction.

**WHAT IS COVERED**

This Limited Warranty is for FlamePro Wood Product pressure treated with FlamePro® brand fire retardant treated wood.

This Limited Warranty is transferable.

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

“Structurally fails” means a reduction in strength below the strength properties published in ESR 4244 or the applicable treator 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 tags 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.

**HOW TO MAKE CLAIMS**

To make a claim under this Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) of the structure incorporating the FlamePro Wood Product, and make available 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 due to structural failure.

To make a claim under this Limited Warranty, send this information to:

Koppers Performance Chemicals Inc.
Attn: Consumer Affairs
P. O. Drawer O
Attn: Consumer Affairs

**LIMITATIONS 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 Limited Warranty. The only obligation of KPC and the exclusive remedy available under this Limited Warranty is limited, 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 failed.

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, SPECIAL, OR INDIRECT DAMAGES. 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 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 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 Limited Warranty shall not be construed to be a waiver of such provisions.

This Limited Warranty constitutes the complete and exclusive agreement between you and KPC with respect to the subject matter contained in this Limited Warranty and superseded 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 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 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 FlamePro Wood Product used in the continental United States, Alaska, and Hawaii.

This Limited Warranty applies to FlamePro Wood Product purchased after [date], 2018, unless superseded. For more information call 800-585-5161, or visit www.koppersperformancechemicals.com.