

THE CULPEPER TREATED COLUMN RESIDENTIAL LIMITED WARRANTY ("LIMITED WARRANTY")



WHAT IS COVERED

This Limited Warranty is for wood columns pressure treated with Micronized Copper Azole (MCA) compounds. Culpeper Wood Preservers ("CWP") will provide original consumer purchasers or "first-owners" of Culpeper treated wood columns that "structurally fail" either, in CWP's sole discretion, replacement Culpeper treated wood columns (Culpeper treated wood column only) for the Culpeper treated wood columns that "structurally fail" or a refund of the monetary equivalent of the Culpeper treated wood columns that "structurally fail" up to the original purchase price.

This Limited Warranty is not transferable from an original consumer purchaser or "first-owner" to any subsequent consumer or owner, tenant, or successor of the real property on which Culpeper treated wood columns are installed.

"First-owners" means:

- The owner-of-record of the real property on which Culpeper treated wood columns were installed at the time the Culpeper treated wood columns were installed; or,
- If Culpeper treated wood columns 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" means the inability of a Culpeper treated wood column to perform its intended function due to fungal decay or termite attack. "Fungal decay" means 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 fungal decay of any type.

TO IDENTIFY A CULPEPER TREATED WOOD COLUMN, LOOK FOR THE END TAG OR PRODUCT LABEL

It's easy to identify a Culpeper treated wood column. Simply look for the end tag or product label on each Culpeper treated wood column. Make sure you receive and retain original end tag(s) or product labels from each Culpeper treated wood column, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder. In the event of a claim, it will be necessary to present this documentation for all Culpeper treated wood column(s) that are claimed to have structurally failed.



WARRANTY CONDITIONS

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

- Culpeper treated wood columns must be used only in residential applications and as specified on the product label and/or end tag attached to the Culpeper treated wood column.
- Culpeper treated wood columns must be treated with MCA micronized copper azole compounds to a minimum 0.15 pcf preservative retention level for Ground Contact applications.
- Culpeper treated wood columns 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 on the treated wood columns. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: Follow the manufacturer's directions for proper application.
- Culpeper treated wood columns must be properly installed, including a post plinth or metal connector. Installation instructions are provided with each column and can also be obtained at culpeperwood.com. For any cutting, notching or drilling, not already addressed on the installation guide, please contact Culpeper Wood Preservers.

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, or any other products that have been milled after treatment.
- The structural failure of projects or structures containing any Culpeper treated wood column where some or all of the Culpeper treated wood column 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 the Culpeper treated wood column where the column has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.).

SALES HEADQUARTERS | CULPEPER, VA

15487 BRAGGS CORNER RD. | P.O. BOX 1148 | CULPEPER, VA 22701
(800) 817-6215 | culpeperwood.com

ACCOUNTING HEADQUARTERS

501 N MAIN ST. | P.O. BOX 1148 | CULPEPER, VA 22701
(800) 969-5324

FREDERICKSBURG, VA | FEDERALSBURG, MD | ROANOKE RAPIDS, NC

COVE CITY, NC | COLERIDGE, NC | COLUMBIA, SC

ORANGEBURG, SC | BRANCHVILLE, SC | SHELBYVILLE, IN

- The structural failure of the Culpeper treated wood column 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 a Culpeper treated wood column, or structural failure resulting from such an occurrence.
- The delamination of the Culpeper treated wood column.
- Mold, mildew, or fungal growth on the Culpeper treated wood column that is aesthetic.
- Damage to the Culpeper treated wood column other than structural failure.

HOW TO MAKE CLAIMS

To make a claim under 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 Culpeper treated wood column purchase receipt(s) from your lumber dealer or contractor/builder. In addition, CWP requires an itemized list of Culpeper treated wood columns that structurally fail and an end tag or product label from each column. Send this information to:

Culpeper Wood Preservers
 P.O. Box 1148
 Culpeper, VA 22701

Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, CWP will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available to you replacement Culpeper treated wood columns in exchange for Culpeper treated wood columns that structurally failed or, in CWP’s sole discretion, refund the monetary equivalent of such Culpeper treated wood columns, up to the original purchase price. CWP reserves the right to have a representative inspect all Culpeper treated wood columns which are 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, CWP shall have no obligation under this Limited Warranty.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of the Culpeper wood columns, the original consumer purchaser or first-owner of Culpeper treated wood columns accept the terms, conditions, limitations and exclusions contained in this Limited Warranty.

The only obligation of CWP and the exclusive remedy available under this Limited Warranty is limited to, in CWP’s sole discretion, providing replacement Culpeper treated wood columns (Culpeper treated wood columns only) for Culpeper treated wood columns that structurally fails or refund of the monetary equivalent. CWP is not responsible for any costs associated with removal or disposal of any Culpeper treated wood columns or delivery or installation of the replacement Culpeper treated column. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CWP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL CWP 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 Culpeper treated wood column 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 Culpeper treated wood column. 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. CWP’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 CWP 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 CWP 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 CWP.

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 Culpeper treated wood columns used in the continental United States, Alaska and Hawaii.

This Limited Warranty applies to Culpeper treated wood columns purchased after September 1, 2018, unless superseded. For more information call 540-825-5200, or visit www.culpeperwood.com.

