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.
**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 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 literature current at the time of purchase a copy of which is available from KPC’s specifications current at the time of treatment.

**PRODUCT STAMP**

For more information call 800-585-5161, or visit http://www.kopperspc.com or visit http://www.koppersperformancechemicals.com.

**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 and legal for tax purposes and as evidence of compliance with building codes, as well as the purchase receipt). 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.

**WARRANTY CONDITIONS**

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

- FlamePro Wood Product must be labeled with an Underwriters Laboratories, Inc. label satisfying the fire retardant chemical.
- Structural failure not due to the FlamePro Wood Product due to structural failure.
- Structural failure where the FlamePro Wood Product is used in any Use Category higher than AWPA UC2 (protected from weather but may be subject to sources of moisture).
- Structural failure where the FlamePro Wood Product is in direct contact with the ground or directly exposed to the weather.
- Subject to the terms, conditions, limitations and exclusions of this 50 Year Limited Warranty. The 50 Year 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 50 Year Limited Warranty is governed by and construed in accordance with the laws of the state of Georgia.

**HOW TO MAKE CLAIMS**

To claim a warranty under this 50 Year Limited Warranty, within thirty (30) days of discovery of a defect, send photographs and a description of the structural failure along with the 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 0
Griffin, Georgia 30224-0249

KPC, in its sole discretion, may arrange for a certified independent testing agency to conduct structural tests of the requested 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.

**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 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 NON-INFRINGEMENT. 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 50 YEAR 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 50 YEAR 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 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 any 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 action.

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 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.

**WARRANTY EXCLUSIONS**

This 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 gilled or 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 where the FlamePro Wood Product that structurally fails is not in direct contact with the ground or directly exposed to the weather.
- 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 where the FlamePro Wood Product is used in contact with untreated or treated material that has been used in an improper application, or in contact with any other construction with any evidence of decay.
- Subject to the terms, conditions, limitations and exclusions of this 50 Year Limited Warranty incorporating the FlamePro Wood Product due to structural failure.

- Structural failure where the FlamePro Wood Product is exposed to temperatures in excess of 150°F (lumber) and 170°F (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°F (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 in use in Any Use Category higher than AWPA UC2 (protected from weather but may be subject to sources of moisture).
- Damage other than to the FlamePro Wood Product and any portion of the structure incorporating the FlamePro Wood Product due to structural failure.

Subject to the terms, conditions, limitations and exclusions of this 50 Year Limited Warranty and severely damages the 50 Year Limited Warranty, which in turn may result in the loss of value or enforce the 50 Year Limited Warranty.

The 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 the continental United States, Alaska, and Hawaii.

**For more information call 800-585-5161, or visit http://www.kopperspc.com**

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