function due to fungal decay or termite attack. “Fungal decay” means attack by wood destroying fungi. “Structurally fails” means the inability of NatureWood CA Wood Product to perform its intended function due to fungal decay or termite attack. “Fungal decay” means attack by wood destroying fungi that disintegrate the wood cells wall, but excludes surface mold, mildew, and/or fungi associated with the appearance of “weathering” of wood. “Weathering” of wood is not a fungal decay of any type.

IDENTIFY A NATUREWOOD® CA BRAND WOOD PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It is easy to identify NatureWood CA Wood Product. Simply look for the end tag or ink stamp on each piece of NatureWood CA Wood Product. Make sure you receive and retain original tag(s) for each piece of NatureWood CA Wood Product, 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 NatureWood CA Wood Product that is claimed to have structurally failed.

WHAT IS COVERED

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 NatureWood CA Wood Product is installed. “First-owner” means:

- the owner of record of the real property on which NatureWood CA Wood Product was installed at the time the NatureWood CA Wood Product was installed; or,
- if NatureWood CA Wood Product was 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 NatureWood CA Wood Product to perform its intended function due to fungal decay or termite attack. “Fungal decay” means attack by wood destroying fungi that disintegrate the wood cells wall, but excludes surface mold, mildew, and/or fungi associated with the appearance of “weathering” of wood. “Weathering” of wood is not a fungal decay of any type.

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WHAT IS COVERED

This Limited Warranty applies only to NatureWood CA Wood Product used in the construction on real property owned by such builder-contractor-owner, the first owner-of-record that owned the property at time the NatureWood CA Wood Product was installed; or,

• The structural failure of “Above Ground” NatureWood CA Wood Product caused by “weathering” of wood, including but not limited to rainfall, snow, heavy rain, freezing, thawing, twisting, warping, shrinking, 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 NatureWood CA Wood Product, or structural failure resulting from such an occurrence.
• The delamination of NatureWood CA Wood Product including plywood and other laminated wood products.
• Mold, mildew, or fungal growth on NatureWood CA Wood Product that is aesthetic.
• The structural failure of “Above Ground” NatureWood CA Wood Product when wetted on a frequent or recurrent basis, such as fresh water docks and walkways, swimming pools, hot tubs, or by water 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” NatureWood CA Wood Product, with the exception of fence board pickets, 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” NatureWood CA Wood Product 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” NatureWood CA Wood Product used in construction that does not allow for water drainage.
• The structural failure of “Above Ground” NatureWood CA Wood Product used in construction of a greenhouse.
• The structural failure of “Above Ground” NatureWood CA Wood Product used in tropical climates.
• Damage to NatureWood CA Wood Product 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 photographs and a description of the structural failure along with the NatureWood CA Wood Product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, KPC requires an itemized list of NatureWood CA Wood Product that structurally fails and an end tag from each piece of such NatureWood CA Wood Product. Send this information to:

Koppers Performance Chemicals Inc.
Attn: Consumer Affairs
2690 Shell Dr.
Griffin, Georgia 30224-0249

Subject to the terms, conditions, limitations and exclusions of this 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, inspect the NatureWood CA Wood Product to determine if the defect or damage is covered by this Limited Warranty, and, if covered, determine the type of remedy. KPC reserves the right to have a representative inspect all NatureWood CA 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 Limited Warranty are not met, KPC shall have no obligation under this Limited Warranty.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of NatureWood CA Wood Product, the original consumer purchaser or first-owner of NatureWood CA 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 to, in KPC’s sole discretion, providing replacement NatureWood CA Wood Product (NatureWood CA Wood Product only) for NatureWood CA Wood Product that structurally fails or refund of the monetary equivalent of such NatureWood CA Wood Product, up to the original purchase price. KPC is not responsible for any costs associated with removal or disposal of any NatureWood CA Wood Product or delivery or installation of the replacement NatureWood CA Wood Product.

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 without the imposition of any claims brought under this Limited Warranty or in connection with the NatureWood CA 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 (“the parties”) further agree that any class action (existing or future) brought by any third party arising under this Limited Warranty or in connection with the NatureWood CA 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 supersedes 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 and are hereby disavowed and null and void. 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 NatureWood CA Wood Product used in the continental United States. Outside Hawaii, this Limited Warranty applies to NatureWood CA Wood Product purchased after September 1, 2016, unless superseded. For more information call 800-585-5161, or visit www.kopperspc.com