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20-YEAR LIMITED WARRANTY

**Chemonite® ACZA
Treated Peeled
Douglas Fir
Agricultural Post**



Chemonite® ACZA Treated Peeled Douglas Fir Agricultural Post 20-YEAR LIMITED WARRANTY

This warranty extends ONLY to the owner of the Chemonite® ACZA treated wood agricultural fence posts and is good for twenty (20) years from the date of first purchase.

When used in an application which is consistent with the intended end use in an agricultural application located in North America, and subject to the terms and conditions contained in this Warranty, Chemonite ACZA treated wood agricultural fence post is warranted against damage caused by termites or fungal decay to the extent such damage makes the post structurally unfit for the application for which it was intended. In the event of a valid warranty claim, the Chemonite wood agricultural post owner will be entitled, as the sole and exclusive remedy, of the original price paid for reimbursement for the new Chemonite wood agricultural post which was made structurally unfit by damage due to termites or fungal decay and covered by this warranty. To obtain approval for reimbursement under the warranty, the owner must send, within 30 days of discovery of the damage covered hereunder, the original purchase invoice, or other proof showing that the Chemonite wood agricultural post was purchased from Warrantor's licensee or its authorized supplier, to the Warrantor at:

Chemonite® ACZA Treated Peeled Douglas Fir
Agricultural Posts
Warranty Claim Administrator
Arch Wood Protection, Inc.
360 Interstate North Parkway, Suite 450
Atlanta, GA 30339

Before approving any warranty claim Warrantor may require owner to send photographs and pieces of damaged wood. In addition, at the Warrantor's request, the Warrantor and its representatives and agents must be permitted to inspect and test the damaged post to determine the validity of the warranty claim.

Warrantor shall NOT be liable hereunder for damage to Chemonite wood agricultural posts resulting from any cause other than termites or fungal decay, including but not limited to any damage to wood which has been used in a non agricultural use or non EPA listed use outside of North America; or used for an application or in a way that is not consistent with its intended end use; or was

not pressure-treated in accordance with the American Wood Protection Association Standard (AWPA) UC4A; or which does not bear a brand, mark, tag or nail that incorporates the identification of the Chemonite wood agricultural post. **This warranty covers peeled Douglas fir.**

The warranty does not cover and warrantor shall not be responsible for installation, repair, construction, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, twist, weather or erode.

BY PURCHASING OR ACCEPTING OWNERSHIP OF A CHEMONITE WOOD AGRICULTURAL POST OWNER ACCEPTS AND ACKNOWLEDGES, AND WARRANTOR HEREBY STATES THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, COVENANTS, AGREEMENTS, PROMISES, COMMITMENTS, DUTIES OF CARE OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTOR HEREBY SPECIFICALLY DISCLAIMS, AND THERE ARE NO OTHER REPRESENTATIONS WHATSOEVER WITH RESPECT TO CHEMONITE WOOD AGRICULTURAL POSTS EXCEPT THE LIMITED WARRANTY GIVEN HEREUNDER. ONLY THE WARRANTOR IS LIABLE UNDER THIS LIMITED WARRANTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE PURCHASE OR USE OF CHEMONITE WOOD AGRICULTURAL POSTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WARRANTOR BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL OR DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED AND (WHETHER OR NOT DUE TO ANY DEFICIENCY OR NEGLIGENCE IN MANUFACTURING, AND WHETHER OR NOT RELATING TO LOSS, DAMAGE, DEATH OR INJURY ARISING OUT OF OR RELATING TO THE PURCHASE OR USE OF CHEMONITE WOOD AGRICULTURAL POSTS.

This warranty shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules.