

Wolmanized® Heavy Duty™ CCA-Treated Agricultural Fence Post

30-YEAR LIMITED WARRANTY

This Limited Warranty extends ONLY to the owner of a Wolmanized® Heavy Duty™ CCA-Treated Wood Agricultural Fence Post and is good for thirty (30) years from the date of first purchase.

Subject to the terms and conditions contained in this Limited Warranty, Arch Wood Protection, Inc. (“Warrantor”), warrants to the owner of each Wolmanized® CCA Treated Wood Agricultural Fence Post that, when used in an agricultural application in North America that is consistent with the intended end-use of such post, such post will remain free of structural damage caused by termites or fungal decay for a period of thirty (30) years following the date of purchase. As used herein, “structural damage” means damage that makes the post structurally unfit for the application for which it was intended. In the event of a valid warranty claim, the owner of the non-conforming post will be entitled to receive, as the sole and exclusive remedy hereunder, an amount equal to the original purchase price paid for the non-conforming post. All claims under this Limited Warranty must be submitted by the owner in writing within 30 days following discovery of the damage, and must be accompanied by the original purchase invoice or other proof showing that the post was purchased from Warrantor’s licensee or its authorized supplier. Such claims must be submitted to the Warrantor at the following address:

Wolmanized® CCA Treated Wood Agricultural Fence Posts
Warranty Claim Administrator
Arch Wood Protection, Inc.
1955 Lake Park Drive, Suite 100
Smyrna, GA 30080

Warrantor may require owner to send photographs and pieces of damaged wood in order to validate any claim submitted under this Limited Warranty. In addition, at the Warrantor’s request, the Warrantor and its representatives and agents must be permitted to inspect and test the damaged post as installed.

Warrantor shall NOT be liable hereunder for any damage:

- (a) resulting from any cause other than termites or fungal decay;
- (b) to any post that has been used (i) in any non-agricultural use, (ii) in any application not approved for chromated copper arsenate by the US EPA, (iii) outside of North America, or (iv) in any application that is not consistent with the intended end-use of such post;
- (c) to any post that was not pressure-treated in accordance with the American Wood-Preservers’ Association Standard (AWPA) C16; or
- (d) to any post that does not bear (A) a brand, tag or nail that shows the name of the manufacturer (treater), the year of production, and any applicable quality assurance program marks, and (B) the approval stamp of an independent inspection agency approved by Arch Wood Protection, Inc.

This Limited 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 tendency of some wood to split, crack, warp, twist, weather or erode.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY WARRANTOR WITH RESPECT TO WOLMANIZED® CCA TREATED WOOD AGRICULTURAL FENCE POSTS 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. 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 WOLMANIZED® CCA TREATED WOOD AGRICULTURAL FENCE POSTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WARRANTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL 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 WOLMANIZED® CCA TREATED WOOD AGRICULTURAL FENCE POSTS.

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