

# THERMALLY MODIFIED WOOD

## 20-YEAR LIMITED WARRANTY

**IMPORTANT:** This is your warranty certificate. Attach your invoice and proof of warranty.

**WARRANTY** Therma Wood Technologies LLC (TWT) hereby warrants that its thermally modified wood products are manufactured in accordance with industry standards (American Wood Protection Association, "AWPA") and will, as manufactured, not suffer from rot or fungal decay that compromises their intended functionality for a period of twenty (20) years from the original date of purchase as long as the products have not been modified and have been installed and maintained in accordance with TWT standards (email [info@thermawoodtech.com](mailto:info@thermawoodtech.com) for further information or with any questions on installation or maintenance standards). This limited warranty extends to the original purchaser of the products and to the owner of the structure in or on which the products were originally installed (a "Qualified Owner"). This warranty is transferable to a subsequent Qualified Owner and is limited to structures located within the continental United States, Alaska, Hawaii, and Canada.

**EXCLUSIONS** Any defect or damage to products due to rot or fungal decay resulting in whole or in part from any of the following conditions is NOT covered by this limited warranty:

- Any use outside AWPA Use Categories 1, 2, or 3.
- Products placed in or having other than intermittent, weather-related contact with fresh, brackish, or saltwater.
- Products removed from their original installation and re-used at a new location.
- Products subject to poor or improper maintenance before or after installation (e.g., allowing accumulation of moisture, dirt, or other organic matter to occur), or to a storage or installation environment where products are subjected to ground contact or other improper conditions.
- Use for any purpose for which the products were not designed, including designs exceeding reasonable loads.
- Failure to meet building code requirements or comply with any TWT installation or maintenance instructions provided.
- Excessive moisture exposure due to the lack of proper protection of the products or inadequate insulation or ventilation.
- Improper storage, handling, transportation, use, maintenance or installation; settlement, subsidence, or other structural movement; impact with other objects; earthquake, flood, fire, acts of God or nature; improper milling, painting, or other treatment; or any effect beyond TWT's control, including surface weathering and variations or changes in the color of the products.
- Exposure, treatment or modification with any unapproved chemical or other process, or handling that is inconsistent with good practices in the construction industry, including misuse and abuse and contact with or exposure to abnormal levels of moisture or insects, mold, mildew, fungi, algae, moss, bacterial growth, decay, rot, brackish water, liquids with a pH above 9, or comparable conditions.

**CONDITIONS AND EXCLUSIVE REMEDIES** A Qualified Owner must give TWT written notice no later than sixty (60) days after discovery of any defect for which a warranty claim may be asserted. Such Qualified Owner must give TWT an additional thirty (30) days thereafter to inspect the products prior to any alteration or repair being made. If TWT's inspection confirms that a manufacturing defect has occurred that is covered by this warranty, TWT will, at its sole discretion, provide such Qualified Owner with cash compensation, repair, or a sufficient quantity of replacement products (or thermal modification of replacement materials provided by the Qualified Owner, as the case may be). This warranty is limited to the delivery of such compensation, repair, or replacement products (or treatment of replacement materials) to such Qualified Owner, free of charge, and does not include costs of removal, reinstallation of the products, or any other cost. Excluding the express warranty granted in this document, TWT's products are sold "as is" and "with all faults". The foregoing remedy is TWT's only obligation relating to this limited warranty for its products and the sole and exclusive remedy of a Qualified Owner for any breach of this limited warranty.

**DISCLAIMER OF WARRANTIES** This limited warranty is the sole warranty given by TWT with respect to its products. TWT disclaims all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. This limited warranty supersedes all prior or contemporaneous oral or written representations concerning the products. No TWT employee or any other person is authorized to modify this limited warranty or make any warranty in addition to the limited warranty set forth in this document. All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the State of Montana without reference to its choice-of-law rules. Disputes under this limited warranty shall be resolved in the courts located in the State of Montana or by binding arbitration, at TWT's discretion. You agree to submit to jurisdiction and venue in such courts.

**LIMITATION OF REMEDIES AND DAMAGES** UNDER NO CIRCUMSTANCES WILL TWT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE ON WHICH THE PRODUCTS ARE INSTALLED, DAMAGE TO OTHER PROPERTY, OR LOSS OF USE OF THE PRODUCTS OR OTHER PROPERTY. ANY CAUSE OF ACTION OR SUIT RELATING TO THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN 90 DAYS AFTER IT ACCRUES.

**REGISTRATION** For the foregoing limited warranty to be applicable and enforceable, you must register your warranty within ninety (90) days of product purchase (or installation, for non-purchasing, original Qualified Owners). For registration, please submit information on proof of purchase, full name, phone number, address, and email address. For claims, please submit information on the number and size of pieces to be replaced, a clear photo of the damaged item(s), proof of purchase, dated receipt, full name, phone number, address and email address. To transfer this limited warranty, please provide written notice to us within thirty (30) days after the date of transfer of ownership of the structure on which the products were originally installed. For registration, transfer, or to make a warranty claim, please send your information to Therma Wood Technologies ([info@thermawoodtech.com](mailto:info@thermawoodtech.com)), or the retailer/distributor where the products were purchased.

For the purposes of this Warranty fungal decay shall be limited to decay caused by all soft-rot fungi and fungal species *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Coriolius versicolor*, and *Serpula lacrymans*, and shall not include common surface mold, mildew, or any other organism, bacteria, or fungi.

Questions?

Please visit [www.klaaswood.com](http://www.klaaswood.com) for more information.

**KWD**