



# ChemTech LIMITED WARRANTY

1. **20 YEAR LIMITED WARRANTY:** Chemical Technologies Holding, Corp. (CTH), warrants the treatment of interior wood component(s) of a covered structure, which have been treated by a CTH authorized coating facility with the CTH Wood Preservation system consisting of one or more – FRC12 Fire Inhibitor, Disodium Octaborate Tetrahydrate (DOT) Wood Preservative and Wood Surface Film™ process, marketed as TW2200, TW 3300, TW 4400, under the quality controls and third party factory auditing by an ISO 17020 accredited body, as defined in DrJ Engineering Technical Evaluation Reports (TER). The CTH Wood Treated Component(s) is warranted to inhibit mold fungus growth/mycotoxin production on the cured surface of the film for **5 years**; wood-rot fungi decay and wood ingesting insects (including subterranean or Formosan termites) or carpenter ants, due to the failure of CTH WoodSurfaceFilm™ treatment while owned for **10 years**. Such failure must render the CTH Wood Treated Component incapable of performing its intended purpose. This Limited Warranty applies only to CTH Wood Treated Component(s), as defined above, incorporated into covered, (interior) residential and non-residential, structure construction.
  - a. Furthermore, CTH warrants the treatment of wood components of a covered structure for up to **six (6) months** in an unprotected vertical framed state, subject to proper documentation indicating completion of structure exterior wrapping or dry-in process.
  - b. Note: CTH will warrant the treatment of wood components delivered and stored at construction sites for (4) four months, subject to the treated wood being stored off the ground, covered in its protective cover and safeguarded from accumulation of snow or standing water or water runoff.
  - c. CTH warrants for a period of up to 20 years that Spruce, Southern Yellow Pine and Douglass Fir dimensional lumber, when treated with TW4400, will meet or exceed relevant ASTM Standards (E-84) with a Class A flame spread rating as required by the International Building Code and International Residential Code. CTH treated products are not warranted in any way against destruction from fire.
  - d. Subject to the Warranty Exclusions and Limitations of Liability set forth below, CTH will replace any CTH treated Component(s) that becomes unfit for its intended purpose, during the Warranty Period. The Warranty Period begins on the date of purchase. This warranty is extended to the first owner after the original builder/general contractor purchases the material and is non-transferrable.
2. ChemTech provides supervision of all its licensed applicators through online monitoring of each batch mixed to assure that the formulation is properly mixed and applied. CTH takes responsibility for the performance of the coated products provided by its licensed applicators through lumber dealers and to contractors using the product. All claims arising from failure to perform as stated in this warranty are solely the responsibility of CTH.
3. **WARRANTY EXCLUSIONS:** This Limited Warranty(s) (Warranty) does not cover, and specifically excludes, any loss or damage to any CTH Treated Component(s) that has been caused in part or whole by:
  - a. Prolonged exposure to water or moisture due to unattended leaks or mechanical system failures.
  - b. The inherent and natural characteristics of some types of wood to split, warp, buckle, bow, collapse, twist or deform.
  - c. An application or use of a CTH treated Component(s) for which it was not intended.
  - d. The performance or appearance of any additional top-coat system. These features are dependent upon quality of the top-coat and the application methods controlled by the applicator, manufacturer and subsequent maintenance detailed in the manufacturers' application guidelines.
  - e. Any exposed exterior untreated surface. CTH Wood End Cut Sealer, a wood sealer or exterior paint must be applied to prevent wicking through the end-grain. Rafter tail cuts, exposed soffits or other exterior conditions where CTH treated products are exposed to exterior conditions should be treated accordingly.
    - i. CTH Wood End Cut sealer should be applied to all cut ends and edges that do not directly contact or abut onto other CTH treated woods.



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- f. Improper installation of any CTH treated Component(s) or installation of such component in violation of any applicable law, rule, ordinance or code.
  - g. Negligent or improper construction of the structure.
  - h. Application of CTH Wood Protection– FRC12™ Fire Inhibitor, DOT Wood Preservative and WoodSurfaceFilm™ process, to wood component(s) by anyone other than an CTH authorized facility or agent.
  - i. Existence of Wood Destroying Basidiomycetes present on the wood surface prior to coating. Wood destroying Basidiomycetes attack wood cellulose below the surface starting the wood rot process, therefore CTH wood treatment cannot reverse this damage.
  - j. Wind, fire, lightning, ground subsidence or settlement, earthquake, flood or hail or other acts of God.
  - k. Improper installation of, defects in, or failure of any other building materials used in the structure.
  - l. Surface nibbling by wood ingesting insects is acceptable.
  - m. CTH treated wood products used in a residential, commercial or manufacturing structure where any chemical or biological agents have been introduced.
  - n. Due to the Eco-Friendly nature of our treating solution, lumber knots have extreme density posing a challenge for our coating to create a cured film surface. These knot areas are isolated as well as being statistically insignificant as a percentage of surface area and therefore do not significantly impact the overall performance of CTH treated wood products.
  - o. Replacement of the affected components shall be limited to the cost of the actual component plus the cost of the CTH coating and does not include any consequential damages arising from removal of the component or rebuilding of the affected area. CTH reserves the right to refund the cost of the component and coating rather than providing a replacement coated component.
4. CTH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL CTH BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION OR CREATE ADDITIONAL IMPLIED WARRANTIES.
5. Claim Procedure Notification: To make a claim under this Limited Warranty, the owner of the Covered Structure must notify CTH or the party from whom the owner purchased the CTH Wood in writing within thirty (30) days of the actual failed CTH Wood Treated Component(s). **Included in the notice must be receipts from the supplier for the purchase of the materials including purchase date and reference to the address of the affected structure. CTH reserves the right to make inspections of the affected product prior to fulfilment of the warranty obligations herein.** Such notice must be sent by certified mail, return receipt requested, and must include the following information: (A) date of discovery of failed CTH Wood; (B) photo(s) of damage and (C) building owners name and contact information. Delivery of information to: Chemical Technologies Holdings, Corp., 7397 Commercial Circle, Suite 1, Ft. Pierce, FL, 34951 - Attention Warranty Claims.