



Sustain™

Preserved Wood

LIMITED LIFETIME
RESIDENTIAL WARRANTY

See details inside.

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PhibroWood, LLC is a subsidiary of
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PhibroWood®
The Wood Protection Experts™

SUSTAIN™ LIMITED LIFETIME RESIDENTIAL WARRANTY

PhibroWood, LLC extends this **SUSTAIN** Limited Lifetime Residential Warranty to Original Consumer Purchasers of **SUSTAIN** Products bearing end tags that reference this Limited Lifetime Residential Warranty. Under this Warranty, **PhibroWood** warrants to the Original Consumer Purchaser that any **SUSTAIN** Product covered by this Warranty will be free from damage solely caused by fungal decay or termite infestation that causes the **SUSTAIN** Products to become Structurally Unfit while in service for Covered Residential Applications. Claims under this Warranty are subject to the terms, conditions and remedies described below.

“Original Consumer Purchaser” means the owner-of-record of the residential property on which the **SUSTAIN** Product is initially installed both at the time of such installation (or, if installed by a builder-contractor-owner, the owner-of-record to whom the builder-contractor-owner first transfers the property) and at the time any claim is made under this Warranty. This Warranty is valid during the lifetime of the Original Consumer Purchaser and may not be transferred to subsequent owners of the property or to any other person.

“Structurally Unfit” means the inability of a piece of properly treated material to perform its intended function in a given application, where the material has been used within an appropriate design not exceeding the material’s reasonable limitations, solely due to fungal decay or termite infestation.

“Covered Residential Applications” means standard residential applications in a structure in accordance with the usage conditions and exclusions set forth in this document.

“**SUSTAIN** Products” means treated wood products that are produced by an authorized wood treater and sold with the authorized **SUSTAIN** end tag referencing this Warranty individually affixed to each piece.

You must be sure to obtain and keep the end tags from your dealer or contractor, along with the original purchase invoice, in order to submit a claim under this Warranty.

This Warranty does not apply to the following:

- damage resulting from any cause other than fungal decay or termite infestation;
- damage to any product caused by the weathering of the wood including but not limited to raised grain, splitting, checking, swelling, twisting, warping, shrinking or any other physical properties of the wood;
- physical or mechanical damage, acts of God, acts of war or other chemical or biological factors not related to a **SUSTAIN** Product;

- damage caused by or resulting from the negligence of the Original Consumer Purchaser or any other party other than **PhibroWood** or its affiliates;
- products which have been milled after treatment;
- products used in commercial or industrial structures or wood foundation systems or wood immersed in water (other than fresh water);
- building poles or building timbers in structural applications, fences, swimming pool sidewalls, lattice, tree, vine or plant supports, or landscape timbers;
- any product used in commonly owned structures and property (for example, condominiums);
- any application, installation or condition of use not within the scope of **PhibroWood’s** International Code Council evaluation report for the **SUSTAIN** Product;
- any application of the **SUSTAIN** Product other than that specified under the appropriate usage as noted on the end tag attached to the piece;
- mold growth or any damage resulting from the existence of mold;
- direct or indirect corrosion of metal or metal hardware used in direct or indirect contact with product;
- delamination of any product;
- fungal decay or termite attack induced by any of the foregoing excluded activities or conditions; or
- any product that is sold or used outside the United States.

In order to make a claim under the terms of this Warranty, the Original Consumer Purchaser must, within ninety (90) days of actual or constructive notice of damaged caused by fungal decay or termite infestation, send a letter containing a description of the number of pieces and the size of each piece for which the claim is made, a photograph and description of the damage while the product is in its original installed condition, along with the original **SUSTAIN** end tag and a copy of the original purchase invoice, to:

PhibroWood, LLC
P.O. Box 440
Ridgefield Park, NJ 07660
Attention: Consumer Care

PhibroWood reserves the right, at its sole discretion, to have a representative inspect all wood which is claimed to be damaged prior to its removal from service. Failure to use **SUSTAIN** Products in accordance with instructions or restrictions printed on the end tag and accompanying consumer information voids this Warranty.

PhibroWood’s obligation in the event of a claim under this Warranty with respect to goods furnished hereunder shall be strictly and exclusively limited, at **PhibroWood’s** sole discretion, to either (1) the exchange of the damaged **SUSTAIN** Product for a comparable treated wood product, or (2) the return of the original purchase price for the damaged product. **PhibroWood** is not responsible for any cost of removal of damaged wood products, delivery or installation or reinstallation of replacement treated wood products, or removal or replacement of fasteners, hardware, or any other materials or any damage resulting from such action.

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The laws of some states do not allow certain limitations on implied warranties or exclusion or limitation of consequential damages, so you may not be affected by these limitations or exclusions. This Warranty extends specific legal rights to Original Consumer Purchasers, and you may also have other rights that vary depending on the state where you live. To the extent implied warranties may not be disclaimed or limited in your state, nothing in this warranty shall extend the duration of implied warranties beyond the minimum duration required by law, or create additional implied warranties. This warranty is valid only in the United States.

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