

TRU-CORE® CA-C Protected Wood Limited Warranty

TRU-CORE®

Subject to the terms and conditions contained in this limited warranty, Kop-Coat, Inc. ("Kop-Coat"), warrants to Protected Wood Manufacturer that TRU-CORE® CA-C Protected Wood, when used in applications in a single family residential structure located in the United States of America, is protected against damage caused by fungal decay or termite attack that makes the Protected Wood structurally unfit for the application for which it was intended during the term of this limited warranty.

Structurally unfit means the inability of Protected Wood to perform its intended function due to fungal decay or termite attack. Fungal decay refers to degradation by wood destroying fungi, excluding surface mold, mildew or appearance change associated with the weathering of wood.

This limited warranty is only provided to Protected Wood manufacturers and is non-transferable and may not be relied on or accrued to the benefit of any third-party. The term of this limited warranty is the lifetime of the first purchaser of the structure from the builder or the remodeling contractor of the structure as long as the first purchaser continues to occupy the structure as his or her residence.

For warranty remedy contact:

Kop-Coat, Inc.
3040 William Pitt Way
Pittsburgh, PA 15238
412-227-2426
ippd@kop-coat.com

This warranty only applies to wood in applications as stated on tag and maintained in accordance with all of the following requirements:

- The Protected Wood must be protected using only the TRU-CORE® CA-C product by a licensed treating facility to achieve AWWPA use pattern retention level minimums..
- Only Kop-Coat approved protected wood substrates can be used.
- The Protected Wood must be branded, tagged, labeled, or otherwise marked as TRU-CORE® CA-C Protected Wood according to Kop-Coat Specifications.



- The Protected Wood must be shipped, stored, handled, coated and installed in accordance with the Protected Wood Manufacturer's written instructions that have been approved by Kop-Coat.
- Field cut ends and field drilled holes require field retreatment with two coats of exterior grade waterproof paint at the time of installation. Protected Wood that is sanded, planed, molded or ripped in the field must be retreated with Woodlife® Wood Preservative or a zinc naphthenate wood preservative (minimum 2% zinc) with two saturating brush coats at the time of installation and prior to the application of two coats of exterior grade waterproof paint.
- The Protected wood must be used and maintained in accordance with manufacturer's written instructions that have been approved by Kop-Coat.
- The Protected Wood must be used in a structure that is occupied, used or owned by the first purchaser of the structure from the builder or the remodeling contractor of the structure after the date of Installation.

Protected Wood that does not satisfy all of the above requirements is not covered by this limited warranty, including following exclusions:

Remedy: Protected Wood Manufacturer will be entitled to be reimbursed for the actual, reasonable cost to manufacture TRU-CORE® CA-C Protected Wood replacement product for the protected wood which was made structurally unfit by damage caused by fungal decay. To request reimbursement, Protected Wood Manufacturer must send the first purchaser's proof of purchase of TRU-CORE® Protected Wood to Kop-Coat with photographs and samples of the damaged protected wood. The proof of purchase and photographs and samples must be in accordance with Kop-Coat Specifications. In addition, at Kop-Coat's request, Kop-Coat or its representative must be permitted to inspect and test the damaged protected wood in the structure before responding to a warranty claim. EXCEPT FOR THE REMEDY SPECIFICALLY PROVIDED IN THIS LIMITED WARRANTY, UNDER NO CIRCUMSTANCES SHALL KOP-COAT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES BECAUSE OF THE FAILURE OF KOP-COAT PRODUCTS, TRU-CORE® WOOD-PROTECTION MATERIALS, EQUIPMENT USED TO PROTECT WOOD WITH SUCH MATERIALS AND/OR TRU-CORE® PROTECTED WOOD TO PERFORM, OR FOR ANY CLAIMED DEFECT IN ANY SUCH PROTECTED WOOD, INCLUDING BUT NOT LIMITED TO ANY DAMAGES BECAUSE OF DAMAGE OR HARM TO OR LOSS OF OTHER PROPERTY, LOSS OF TIME, LOSS OF USE, LOST PROFITS, LOST REVENUE, LOST GOODWILL, BUSINESS INTERRUPTION, LABOR COSTS, MATERIAL COSTS, INVESTIGATION COSTS, TESTING COSTS, COSTS OF INSTALLATION OR REINSTALLATION, ATTORNEYS' FEES, EXPERT FEES, PERSONAL INJURY (INCLUDING BUT NOT LIMITED TO DEATH), DAMAGE TO REAL OR PERSONAL PROPERTY, TEMPORARY LIVING EXPENSES AND ANY AND ALL OTHER SIMILAR COSTS AND EXPENSES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE. EXCEPT FOR THE SPECIFIC WARRANTY COVERAGE SET FORTH IN THIS LIMITED WARRANTY, KOP-COAT GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO TRU-CORE® OR OTHER KOP-COAT PRODUCTS, ALL EQUIPMENT USED BY MANUFACTURER TO FORMULATE, MANUFACTURE AND/OR APPLY TRU-CORE® WOOD-PROTECTION MATERIALS, AND/OR THE PERFORMANCE, APPLICATION OR USE OF SUCH PRODUCTS AND EQUIPMENT, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.

WOOD FOR LIFE