

### CHEMICALLY TREATED WOOD

The following statements are found in literature provided by most manufacturers of treated lumber and also can be found on the EPA website for treated lumber. Chemical treatments as listed by the EPA are Chromate Copper Arsenate (CCA), Ammoniacal Copper Arsenate (ACA), & Ammoniacal Copper Zinc Arsenate (ACZA).

### THERMALLY MODIFIED WOOD

The following items are the corresponding safety and general information about thermally modified wood called EcoPrem. This information can be found in the literature and publications of the company.

<p>Use hot-dip galvanized or other fasteners as recommended by building codes.</p> <p><i>Treated lumber actually increases the corrosion cycle in all metal fasteners</i></p>	<p>Hot-dipped galvanized fasteners are specified by the building code because the building code has recognized the corrosive nature of the chemicals used in treated lumber. <b>EcoPrem has no such chemicals and as such will not directly cause an increase in the corrosion of the fastener.</b></p>
<p>Do not burn preserved wood.</p>	<p>EcoPrem gives off no toxic fumes when it is burned because no chemicals have been added to it.</p>
<p>Wear a dust mask and goggles when cutting or sanding wood</p>	<p>Dust mask and goggles are always recommended when cutting any kind of wood, but if EcoPrem wood dust should get in the eyes or mouth there are no harmful chemicals.</p>
<p>Some preservative may migrate from the treated wood into soil/ water or may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.</p>	<p>There are no chemicals in EcoPrem and as such nothing can or will migrate into the surrounding soil or water. Exposure to skin will have no effect unless there is specific personal allergy.</p>
<p>All sawdust and construction debris should be cleaned up and disposed of after construction according to local and EPA guidelines.</p>	<p>EcoPrem products contain no hazardous chemicals.</p>
<p>Wash work clothes separately from other household clothing before reuse.</p>	<p>Any contamination to work clothing will cause no issues and all clothing can be washed together without concern.</p>
<p>Preserved wood should not be used where it may be in direct or indirect contact with drinking water, except for uses involving incidental contact such as freshwater docks and bridges.</p>	<p>Direct contact with any human food or water should be of no concern except for normal environmental dust and debris. No chemicals have been used in making EcoPrem.</p>
<p>Do not use preserved wood under circumstances where the preservative may become a component of food, animal feed or beehives.</p>	<p>EcoPrem can be used in any application where natural wood such as cedar would be used.</p>
<p>Do not use preserved wood as mulch due to toxic chemicals.</p>	<p>EcoPrem can be ground and used as mulch if desired.</p>
<p>Only preserved wood that is visibly clean and free of surface residue should be used for patios, decks and walkways.</p>	<p>This is true of any wood or manufactured product, but in the case of treated lumber this is referring specifically to excess chemicals on the wood. EcoPrem uses no chemicals.</p>
<p>Aluminum contact is not recommended when treated wood products are immersed in water or are subject to frequent and prolonged wetting or other severe exposure conditions. In such cases, moisture-resistant protective barrier should be placed between the aluminum products and treated wood.</p>	<p>EcoPrem will not cause corrosion in aluminum and can be placed in direct contact with or without moisture present. Without the presence of chemicals only the water will react to metal components. EcoPrem will not enhance or diminish the corrosion process.</p>
<p>If the wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.</p>	<p>All wood should be dried before being used inside or covered, but with EcoPrem the chances of moisture absorption are extremely low and so less likely to cause problems.</p>
<p>Mold growth can and does occur on the surface treated lumber during prolonged surface exposure to excessive moisture conditions.</p>	<p>EcoPrem resists mold growth. Excessive moisture will not cause any problems with EcoPrem.</p>
<p>Treated lumber should not be burned in open fires or in stoves, fireplaces or residential boilers due to toxic chemicals.</p>	<p>EcoPrem can be burned in open or closed fires and gives off no toxic fumes.</p>

# 30 Year Limited Material Warranty

WARRANTY NUMBER: 0710-10246-01

BUILDING OWNER: John Smith

ADDRESS: 5555 Any Street

CITY/STATE/ ZIP CODE: Anywhere, USA

BUILDING ADDRESS: 5555 Any Street

CITY/STATE/ ZIP CODE: Anywhere, USA

OWNER TEL: 800-555-1212

PRIMARY CONTACT: John Smith

Subject to the terms, conditions and limitations stated below, EcoVantage, LLC ("EcoVantage") warrants that EcoVantage's Products ("Products") are free from manufacturing defects. EcoVantage further warrants the Products will not rot, decay for a period of thirty (30) years from the date shown below, for its application in-ground or in-water applications. This Limited Material Warranty does not cover materials not sold by EcoVantage nor does it cover any labor costs or other elements of the construction project, unless specifically stated to the contrary herein. Coloration of the material does NOT constitute a failure under the terms of this warranty and it is highly recommended that the Products be coated with a UV protectant to maintain the original coloring of the product. This warranty does not cover natural occurring variations in texture and minor dimensional differences.

The useful life of a given Product may be affected by many factors including the weather conditions to which it is exposed; the type and quality of the construction, including the structure and foundations; and other factors over which EcoVantage has no control. This Limited Material Warranty describes the remedy in the event Products are found to have defects in material, or begin to rot, mold or decay, which affect performance before the expiration of the stated warranty period. Any limited warranty does not assure that the covered products will in reality last the entire length of the stated warranty period.

## TERMS, CONDITIONS, LIMITATIONS

1. To request performance of this Limited Material Warranty, the building owner must, within thirty (30) days of the discovery of a problem, send a written notification of the alleged defect with a copy of this warranty and proof of purchase of the Products to EcoVantage Technical and Warranty Services, 6878 County Road 62, St. Joe, Indiana, 46785.
2. EcoVantage shall within a reasonable amount of time, from receipt of the claim, a copy of this warranty and proof of purchase, review the letter and then may ask for samples of the Products and photographs showing the extent of the problem. The Owner is responsible for providing these, and any other materials reasonably requested, at the Owner's expense. The Owner is required to allow reasonable time for investigation by an EcoVantage employee or representative, laboratory testing of the suspect Products, and inspection of the project. Any claim for wood material which may have been replaced prior to EcoVantage's receipt of written notice and on site inspection shall be denied. If the investigation reveals manufacturing defects or that rotting, decay or mold has occurred covered by this Limited Material Warranty, EcoVantage will provide, within a reasonable period of time, a remedy in accordance with the conditions of the Limited Material Warranty.
3. This Limited Material Warranty is the sole and exclusive remedy provided to the Building Owner with regard to products. Any Products found to contain defects in material, rotting, or decay, which affect performance, EcoVantage shall either pay the reasonable cost of Product repair or replace the Products. In either event EcoVantage will NOT be liable for the cost of labor in repairing or replacement. The decision on which remedy is used shall be at the sole discretion of EcoVantage.
4. After the first Ten (10) years, the replacement or repair cost which EcoVantage will pay will be reduced by the amount of usage the Building Owner has received from the Products. EcoVantage will therefore pay a percentage of the reasonable

replacement cost, described above, which will be calculated by dividing the number of months remaining in the warranty period by the number of months in the original warranty period. In the event all the Products used on the project are found to be defective, EcoVantage shall provide replacement products only.

Any payment made by EcoVantage shall be reduced by prorating, as specified above, for each month of the Building Owner's use of the Products. The application costs covered by the this Limited Material Warranty do not include costs for any materials not supplied by EcoVantage.

5. This Limited Material Warranty shall not be applicable if, upon inspection, EcoVantage determines that any of the following has occurred:
  - a. The Products are damaged by natural disasters, including but not limited to, lightning, fire, hail, earthquake; or
  - b. The Products are damaged by acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or
  - c. Products or product not furnished by EcoVantage are used and fail or cause defects in EcoVantage Products; or
  - d. Deterioration or failure of building components, including but not limited to, the structure, pier supports, concrete, or other such items, occurs and cause failure; or
  - e. Deterioration or failure of the Products due to causes not related solely to the Products, including, but not limited to, defects or harmful substances in the underlying, supporting or adjacent materials; or
  - f. Usage or spillage of material or substance not compatible with the Products, including but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Products and causes deterioration.

This Warranty shall be null and void if either of the following occurs:

- a. Failure of the Owner to use reasonable care in maintaining the EcoVantage Products; or
- b. Owner fails to comply with all the terms or conditions stated herein.

EcoVantage shall have no obligation under this Warranty unless all the bills and charges for the Products and fees for any warranties have been paid in full to all parties.

9. This warranty may be transferred any time during the life of the warranty. To transfer this warranty to a new building owner, the existing owner must send a certified letter requesting the transfer, along with a photocopy of this warranty and \$100 for the cost of the transfer. EcoVantage will forward a new warranty, less prorated time already used on the previous warranty, to the new building owner.
10. EcoVantage's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
11. This Warranty supersedes and is in lieu of any and all other warranties and representations, whether oral or in writing. No representative of EcoVantage has authority to make any representations or promises except as stated herein.
12. Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited Material Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or if practicable, shall be deemed modified to the extent necessary to comply with such law, and the remaining portions of this Limited Warranty shall not be affected but shall continue in full force and effect.

Providing the building blocks for an environmentally safer Outdoor Life!

**EcoDeck**

Thermally Modified Premium Wood Deck & Railing System

**RyteScape**

Thermally Modified Premium Wood Landscape Products

**StayTru**

Thermally Modified Structural Wood Components

**Eternaclad**

Thermally Modified Premium Wood Siding

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. EcoVantage SHALL HAVE NO LIABILITY UNDER ANY THEORY OF LAW FOR ANY CLAIMS, REPAIRS, RESTORATION, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES, RELATING, DIRECTLY OR INDIRECTLY, TO THE PRESENCES OF ANY IRRITANTS, CONTAMINANTS, VAPORS, FUMES, OR THE LIKE IN THE BUILDING OR IN THE AIR, LAND, OR WATER SERVING THE BUILDING.

**EcoPrēm**

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