



LIMITED WARRANTY

Clear-Guard™

(1) What Is Covered By This Limited Warranty? Hoover Treated Wood Products, Inc. ("Hoover") warrants, to Anthony Forest Products Company ("Anthony") only, that "ClearGuard"™ Permethrin IPBC formulation will prevent structural failure of the treated wood members due to fungal decay when the treated wood members are installed above ground per AWPAs Use Standards UC1, UC2, UC3A, and UC4A. The term "fungal decay" as used in this limited warranty means attack by wood-destroying fungi that disintegrate the wood cell walls, but excludes surface mold associated with the "weathering" of wood. The term "insect attack" does not include wood boring insects which do not ingest the wood such as carpenter bees. The duration of this warranty is 25 years from date of delivery. If Anthony discovers structural failure of a treated wood member or members within this period, it must promptly notify Hoover in writing. In no event shall such notification be given to Hoover more than 90 days from the date on which Anthony discovers a structural failure. Within a reasonable time after such notification, Hoover will provide a replacement wood member or members. If Hoover is unable to provide a replacement wood member or members, Hoover will refund the original purchase price of the affected wood member or members. These remedies are the exclusive remedies for breach of warranty.

(2) What Is Not Covered By This Limited Warranty (Warranty Exclusions). Hoover does not warrant and is not responsible for: (a) damage caused by something other than fungal decay; (b) damage caused by overloading of treated wood members; (c) damage caused to treated wood members during the construction process or during use; (d) damage caused by the "weathering" of treated wood members, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling; or delamination (e) damage caused by defects in the treated wood members themselves; (g) damage caused by failure to follow standard industry guidelines concerning installation and use of treated wood members; (h) damage caused by failure to use appropriate fasteners with treated wood members; and (i) any other abuse or misuse by the purchaser.

(3) Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. HOOVER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(4) Limitation of Remedies. In no case shall Hoover be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, the costs associated with the removal and replacement of treated wood members, loss of profits, loss of use, and damage to property.

(5) Time Limit for Bringing Suit. Any action or suit must be commenced within one-year after the cause of action has accrued.

(6) No Other Warranties. This limited warranty constitutes the only warranty given, superseding all prior or contemporaneous oral or written representations concerning Clear-Guard™ and wood members treated with it. No Hoover employee or any other person is authorized to modify this limited warranty or make any warranty in addition to those set forth herein.