

POWER PRESERVED GLULAM® POWER PRESERVED COLUMN®

LIMITED WARRANTY

When you buy Anthony Forest Products Company's Power Preserved Glulam[®] Beams and Columns, not only are you receiving a limited warranty against manufacturing defects from Anthony Forest Products Company, but you are also receiving a limited warranty against fungal decay or wood destroying insect attacks from Hoover Treated Wood Products, Inc. These two great companies have combined forces to provide you with peace of mind when purchasing your treated glulam products for your outdoor projects.

Hoover Limited Warranty

Hoover Treated Wood Products, Inc ("Hoover") warrants that its Hoover Cop-Guard® and Cop-8® brand wood preservatives will prevent structural failure of the treated wood members due to fungal decay and wood destroying insect attacks when the treated members are installed in accordance with its published instructions. 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 duration of this warranty is 25 years from the date of delivery. If a purchaser discovers structural failure of a treated wood member or members within this period, it must promptly notify Anthony Forest Products Company ("Anthony Forest") in writing. In no event shall such notification be given to Anthony Forest more than 90 days from the date on which the purchaser 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. These remedies are the exclusive remedies for breach of warranty.

Exclusions

Hoover does not warrant and is not responsible for: (a) damage caused by something other than fungal decay or wood destroying insects; (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 "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; direct contact with bituminous materials such as deck protective wrap, asphalt or tar/felt paper, (f) damage caused by failure to follow standard industry guidelines concerning installation and use of treated wood members; (g) damage caused by failure to use appropriate fasteners with treated wood members; and (h) any other abuse or misuse by the purchaser.

Disclaimers

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.

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, costs associated with the removal and replacement of treated wood members, loss of profits, loss of use, and damage to property.

Any action or suit must be commenced within one year after the cause of action has accrued.

This limited warranty constitutes the only warranty given, superseding all prior or contemporaneous oral or written representations concerning Cop-Guard® and Cop-8® brand wood preservative 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.

Power Preserved Glulam® Beams should only be used in accordance with AWPA use category 3B for above ground use. Power Preserved Columns® should only be used in accordance with AWPA use categories 4A, 4B, and 4C for ground contact and should not be used in direct contact with water.



Anthony Forest Limited Warranty

Anthony Forest Products Company ("Anthony Forest") warrants that its Power Preserved Glulam[®] and Power Preserved Column[®] (collectively "Power Preserved Products") are free from defects in design, materials and workmanship. When installed and finished according to its published instructions and accepted engineering standards, Power Preserved Products will perform in accordance with its current published specifications for your home, building or outside structure. The duration of this warranty is 25 years from the date of delivery.

Terms and Exclusions

Anthony Forest must be given a reasonable opportunity to inspect the product before it will honor any claims under this warranty. If, after inspection and verification of the problem, we determine that there is a structural failure covered by the warranty, we will pay to the owner of the structure an amount of money equal to the reasonable cost of the defective product, or at our option, replace any defective product. This warranty does not cover the costs of installation, removal of the defective product, or reinstallation of replacement product.

Anthony Forest does not warrant and is not responsible for: (a) damage due to fungal decay or attack by wood destroying insects; (b) weathering, checks, cracks, warping or splits of Power Preserved Products resulting from the natural properties of wood, unless the condition causes structural weakness; (c) damage resulting from misuse, improper application or installation, including without limitation, utility structures such as utility poles and cross arms, swimming pool sidewalls, fence posts, vineyard stakes or tree supports in agricultural applications, saltwater applications, direct contact with caustic fertilizers or other chemicals, direct contact with bituminous materials such as deck protective wrap, asphalt or tar/felt paper, and direct contact with animal wastes; (d) damage caused by failure to follow standardized industry guidelines or Anthony Forest's published guidelines concerning installation and use of treated wood members, including specifications relating to spans and loading; and (e) any other abuse or misuse by the purchaser.

Disclaimer

EXCEPT FOR THE EXPRESS WARRANTY AND REMEDY SET FORTH ABOVE, ANTHONY FOREST DISCLAIMS ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR SUITABILITY.

Except as stated in this warranty, no other warranty or guarantee has been made by or on behalf of Anthony Forest or the seller or by operation of law with respect to the products or their installation, storage, handling, maintenance, use, replacement, or repair. To the maximum extent permitted by applicable law, neither Anthony Forest nor the seller shall be liable by virtue of any warranty or guarantee, or otherwise, whether in contact or in tort or under any other legal theory for any special or incidental or consequential loss or damage resulting for the use of any of the products. Anthony Forest makes no warranty or guarantee with respect to the installation of the products by the builder or the builder's contractors or by any other installer.

This warranty sets specific legal rights. You may also have other rights which vary from state to state.

To make a claim under the Hoover or Anthony Forest warranties to receive replacement wood, the purchaser must submit a written claim with a proof of purchase invoice and/or a photo of the quality control stamp and/or the end tag to verify the purchase to us at the following address:

Anthony Forest Products Company 309 North Washington El Dorado, Arkansas 71730

For more information on Power Preserved Glulam® Beams and Columns contact us at:

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