

# BOOZER LAMINATED BEAM COMPANY, INC.

## LIMITED WARRANTY

(Revised as of January 18, 2019)

1. LIMITED WARRANTY COVERAGE: Boozer Laminated Beam Company, Inc. (“Boozer”) warrants (for installation within the U.S.) to the purchaser and all transferees prior to and including the first owner of the structure to which the Product (as hereafter defined) is properly installed (each a “Covered Person”) that each Product sold by Boozer, including but not limited to Boozer Glued Laminated Timber Beams, Treated Beams, Columns, Joists, and Headers (the “Product”), when manufactured is free from defects in material and manufacture and, when used for its intended purpose and in accordance with Boozer's installation and use requirements, will perform in accordance with the published Product specifications. This Limited Warranty only covers defects and failures of the Product that result in structural failure of the Product. If the Product is defective in material or manufacture (when used for its intended purpose and in accordance with Boozer's installation and use requirements), Boozer will replace the Product with a non-defective Product (or equivalent product, if the Product is no longer available) at no charge. Boozer’s replacement of the defective Product pursuant to this Section 1 of this Limited Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to the Covered Person with respect to defects in material or manufacture or any performance of the Product that is not in accordance with relevant specifications. Boozer will not refund or pay any costs in connection with labor or accessory materials or for any other damages regardless of whether caused by the Product or otherwise.

2. CONDITIONS OF WARRANTY: Boozer’s liability hereunder to the Covered Person shall be subject to the following terms and conditions:

- (a) The claimant must provide reasonable proof that he/she is a Covered Person.
- (b) The Product must be properly stored and installed in accordance with Boozer's installation, storage and use requirements (available at: <http://boozerbeam.com/products/>) and all applicable building codes, rules, and ordinances (“Applicable Building Rules”) adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install the Product in accordance with Boozer’s installation requirements and all Applicable Building Rules voids this Limited Warranty.
- (c) The Covered Person must provide written notice of any claim under this Limited Warranty to Boozer within 45 days after discovery of any claimed Product failure covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location of the Product, details of the failure, and provide all information necessary for Boozer to investigate the claim. Photos of the Product, showing defect or failure, should accompany the notice. Before any permanent repair, the Covered Person must allow Boozer or Boozer’s agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.
- (d) Upon discovery of a possible Product defect or failure, the Covered Person must immediately, and at the Covered Person’s own expense, provide for protection of all property that could be affected until the problem or failure is remedied.
- (e) Only defects and failures that result in the structural failure of the Product are covered by this Limited Warranty

3. **EXCLUSIONS:** This Limited Warranty does not cover loss, damage or defects resulting from or in any way attributable to: (a) any Product failure due to any reason other than structural failure or defect in material and manufacture; (b) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with Boozer's installation, storage and use requirements and all Applicable Building Rules) or improper installation of other accessories; (c) repair or alteration of the Product; (d) settlement or structural movement or movement of materials to which the Product is attached; (e) damage from incorrect or improper design of the structure; (f) exceeding any applicable maximum designed weight or wind loads; (g) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, extreme weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (h) performance of any paints or coatings; (i) lack of proper maintenance; (j) damage during the construction process; (k) damage caused by the weathering of the Product including, but not limited to including but not limited to, raised grain, splitting, checking, twisting, warping, shrinkage, swelling; or de-lamination; (l) damage caused by the use of inappropriate fasteners; (m) any Product failure or damage due to water or marine applications; (n) discoloration or minor cosmetic defects; (o) failure due to moisture or exposure to elements; (p) wet use applications or any application in which the Product is enclosed and moisture cannot naturally evaporate from the Product; (q) any application in which the Product is in direct contact with the ground (except, in the case of Treated Columns, when the column is mounted on a metal plate on a concrete slab, in accordance with Boozer's general and specific installation requirements and Applicable Building Rules); (r) failures or defects if the Product is subjected to further processing or alteration after shipment; (s) damage due to fungal decay of or termite attack (any such warranty on a Treated Product will be provided, if at all, by a third-party applicator as provided in Paragraph 4, below); (t) any unapproved pressure or topical treatment; or (u) any other neglect, abuse, or misuse by the Covered Person or a third party. In addition, only defects and failures of the Product that result in the structural failure of the Product are covered by this Limited Warranty.

4. **TREATED PRODUCTS ONLY:** To the extent a Covered Person has purchased or possesses a Boozer Product that has been treated with a chemical designed to deter or prevent insect damage or fungal growth on the Product (a "Treated Product"), Boozer assigns to such Covered Person any and all warranties applicable to the Treated Product, if any, against fungal damage or insect attack provided to Boozer from the manufacturers and applicators of such product.

5. **DISCLAIMER:** The statements in this Limited Warranty constitute the only warranty extended by Boozer for the Product. BOOZER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS PROVIDED BY APPLICABLE STATE LAW IN WHICH CASE THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. NO OTHER WARRANTY IS OR WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE

PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.

6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: EXCEPT AS EXPRESSLY OVERRIDDEN BY APPLICABLE LAW, IN NO EVENT WILL BOOZER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

7. SETTLEMENT OF CLAIM: Any warranty payment or material replacement by Boozer pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any Covered Person or their successors and assigns hereunder for damages or other relief, and shall be a complete bar to any litigation arising out of this warranty or the Covered Person's purchase or use of the Product filed subsequent to the Covered Person's acceptance of such compensation.