

## THE BIEWER EVERGUARD™ RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY

Original consumer purchasers or “first-owners” of specific Biewer EverGuard™ brand wood products are eligible for this LIMITED WARRANTY. Subject to all the terms and conditions of this warranty, Biewer Lumber™, Inc. (Biewer) will replace any Biewer EverGuard brand wood products produced by a licensed independently owned and operated treating facility used in, or in conjunction with, residential or agricultural applications that “structurally fail”\* in service due to rot, fungal decay, or termite attack during the warranty term.

### “FIRST-OWNER” COVERAGE

To qualify for the Biewer EverGuard NONTRANSFERABLE RESIDENTIAL & AGRICULTURAL LIMITED WARRANTY, you must be the owner-of-record of the property at the time Biewer EverGuard brand wood products were installed, or if the Biewer EverGuard brand wood products were installed by a builder-contractor-owner, “first-owner” means the owner-of-record first acquiring the property from the builder-contractor-owner. The Biewer EverGuard warranty is not transferable from the first-owner to subsequent owners of the property.

### TO IDENTIFY A BIEWER EVERGUARD BRAND WOOD PRODUCT, LOOK FOR THE BIEWER EVERGUARD END TAG OR INK STAMP

It's easy to identify warranted Biewer EverGuard brand wood products. Simply look for the plastic end tag or ink stamp on each piece of Biewer EverGuard brand wood. Make sure you receive and retain all Biewer EverGuard proof-of-purchase certificates or end tags, as well as the original purchase invoice(s) from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation for all materials claimed.

### WHAT THE WARRANTY COVERS

The Biewer EverGuard Limited Warranty covers only Biewer EverGuard brand wood products from the date of purchase by the first-owner against structural failure caused by fungal decay or termites. \*For purposes of this warranty, structural failure is defined as the inability of a given member to perform its intended function due to rot, fungal decay, or termite attack. The terms “rot” and “fungal decay,” as used in this warranty, mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold, mildew, and/or fungi associated with the “weathering” of wood. “Weathering” of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Biewer under the terms of this warranty, in Biewer's sole discretion, is limited to replacement or refund up to the original purchase price of Biewer EverGuard brand wood products.

### Term(s) of Warranty—Biewer EverGuard brand treated wood products:

A Lifetime Limited Warranty for Biewer EverGuard brand Micronized Copper Azole treated wood products for ABOVE GROUND GENERAL USE (treated to minimum 0.06 pcf preservative retention level) used in residential or agricultural applications and GROUND CONTACT (treated to minimum 0.15 pcf preservative retention level) used in residential or agricultural applications.

### WARRANTY EXCLUSIONS

**Biewer is not responsible for any damage to Biewer EverGuard brand wood products used in commercial or industrial structures, wood foundation systems, wood exposed to salt water, or any cause other than rot, fungal decay, or termite damage. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers, or specialty items that have been milled after treatment.**

**Biewer is not responsible for any application of Biewer EverGuard brand wood products other than that specified under the appropriate usage as noted on the ink stamp and/or end tag attached to the piece.**

**Biewer is not responsible for damage to brand wood products caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or any other physical property of the wood.**

**Biewer is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement Biewer EverGuard brand wood product(s.)**

**Biewer is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged Biewer EverGuard brand wood products.**

**Biewer is not responsible for corrosion of fasteners, hardware, or any other material(s), or any damage resulting from such an occurrence.**

**Biewer is not responsible for delamination of Biewer EverGuard brand plywood or other laminated wood products.**

**Biewer is not responsible for mold growth on Biewer EverGuard products.**

### HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the Biewer EverGuard proof-of-purchase certificate and/or the Biewer EverGuard end tag plus a copy of your original purchase invoice to:

**Biewer Lumber LLC  
P.O. Box 497  
St. Clair, Michigan 48079**

Biewer will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to exchange the damaged wood product(s) for the new Biewer EverGuard brand wood products. Biewer reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from services.

NOTE: The only obligation of Biewer under the terms of this Warranty is limited to replacement of damaged lumber or the monetary equivalent of the failed Biewer EverGuard product up to the original purchase price at the sole discretion of Biewer. Biewer makes no other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. In no event shall Biewer be liable for incidental, consequential, special, or indirect damages. Nothing in this warranty shall affect the duration of implied warranties beyond their customary duration, or create additional implied warranties.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

*This warranty is valid only in the United States.*