

PWF WARRANTY
75-YEAR LIMITED WARRANTY

Permanent Wood Foundation
Lumber & Plywood
(Residential Buildings Only)



- 1) Permanent Wood Foundations (PWF) Lumber and Plywood, when used in the construction of the foundation of a single-family residential building, are warranted by Hickson Corporation (Hickson) against damage by termites or fungal decay that would make the foundation structurally unfit for its intended use.
- 2) Duration and Transferability. This warranty is good for a period of seventy-five (75) years from the date of purchase and covers the original purchaser of the PWF Lumber or Plywood and anyone else who owns the residential building constructed with PWF Lumber or Plywood during the warranty period.
- 3) What this Warranty Covers. In the event of a valid warranty claim, Hickson will provide new PWF Lumber or Plywood in exchange for the termite damaged or fungal decayed PWF Lumber or Plywood.
- 4) What this Warranty does not cover. Hickson shall not be liable in any way whatsoever except as expressly set out in Section 3 of this warranty. By way of example, but not limitation, this warranty does not cover and Hickson shall not be liable for:
 - a. Any damage to PWF Lumber or Plywood that is used for any non-foundation use;
 - b. Any damage to PWF Lumber or Plywood caused by the natural characteristic of wood to twist, warp, shrink, swell, delaminate or split;
 - c. Any damage to PWF Lumber or Plywood outside of the United States;
 - d. Any damage to PWF Lumber or Plywood resulting from any cause other than fungal decay to termite attack;
 - e. The cost of any damage resulting from the removal of any fungal decayed or termite destroyed PWF Lumber or Plywood;
 - f. The cost of delivering or installing the replacement PWF Lumber or Plywood;
 - g. Any punitive, exemplary or aggravated damages;
 - h. Any damage for failure to realize expected savings, loss of use or lack of availability; or
 - i. Any direct, indirect, incidental, consequential or special damages.
- 5) Situations Where Warranty is not valid. This warranty is valid only if:
 - a. All of the purchased PWF Lumber or Plywood is pressure-treated in accordance with the American Wood-Preservers' Association Standard C-22 and bear the mark of an inspection agency accredited by the American Lumber Standards Committee for supervisory and lot inspection of pressure-treated wood products.
 - b. The residential building constructed with PWF Lumber or Plywood foundation is built in accordance with the Technical Report #7 - the Permanent Wood Foundation System (American Forest & Paper Association) and either the model building code adopted by the local jurisdiction (if any) or the CABP One and Two Family Dwelling Code; and
 - c. The PWF Lumber and Plywood is used in the construction of a residential building foundation located in the United States.
- 6) Cross-Cutting. If PWF Lumber or Plywood is cut, then this warranty will be valid only if two coats of end cut preservative containing a minimum of 2% cooper metal have been applied to all of the cut ends of the PWF Lumber or Plywood.

- 7) How to Make Claims. All warranty claims must be made in writing to Hickson prior to the lapse of the warranty period. Hickson's address is:

Hickson Corporation
1955 Lake Park Drive, Suite 250
Smyrna, GA 30080

All claims must be accompanied with the original purchase invoice showing the date of purchase and showing that sufficient PWF Lumber or Plywood have been purchased to cover the amount of material claimed to be damaged, and proof of purchase of end cut preservative for all cross-cuts as required by Section 6. At Hickson's request, Hickson and its representatives and agents must be permitted to inspect and test the damaged foundation to confirm among other things, that the requirements set out in Section 5 and 6 hereof have been met and that the damaged foundation has been constructed of PWF Lumber or Plywood as indicated by treatment stamps affixed to the wood, or if applicable, warranty labels that were removed from the purchased wood.

- 8) Implied Warranties. Nothing in this limited warranty is intended to, or shall change the duration of any implied warranties, or shall give purchaser an implied warranties he would not otherwise have extend the same beyond their customary duration, or make Hickson liable for any implied warranties that it would not be liable for if this limited warranty had not been given.
- 9) State Laws. Some states do not allow limitations on how long any implied warranty lasts, so the above limitation may not apply to you. Some states do not allow for the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.