



# Product Warranty

## **PWT Treated™ LVL Limited 25-year Transferrable Warranty**

**Limited Warranty.** Subject to the terms and conditions of this limited warranty, Pacific Woodtech Corporation (“PWT”) warrants to the original purchaser or a permitted transferee (the “Purchaser”) that, during the warranty period, and when used under normal use and service conditions in connection with (1) above ground, interior or exterior LVL applications for permanent use in structures (residential, multifamily, or commercial) in the United States of America or Canada, and/or (2) for the adequacy of design values as published by PWT, PWT Treated™ LVL framing components shall be free from material defects in workmanship and materials and will not become structurally unfit for the intended applications due to damage caused by termites or as a result of fungal rot, decay, or damage from wood destroying insects. The term of this limited warranty shall be twenty-five (25) years from the date of original purchase for permanent use in or attached to a house or other building structure.

With respect to a residential application, this warranty may be transferred within the warranty period beginning from the date of original purchase by the original Purchaser, to a subsequent buyer of the property upon which the PWT Treated™ LVL was originally installed. Except as set forth in the preceding sentence, this limited warranty is provided to the original purchaser only and is non-transferrable and may not be relied on and will not inure to the benefit of, any other person, firm, or entity.

**Remedy.** If any breach of this limited warranty occurs within the warranty period, Purchaser shall notify PWT in writing and, upon confirmation by an authorized PWT representative of the breach, PWT’s sole responsibility shall be, at its option, to either replace the PWT Treated™ LVL which is materially defective or which has become structurally unfit as a result of fungal rot, decay, or damage from wood destroying insects, or refund the portion of the purchase price paid by Purchaser for such PWT Treated™ LVL (not including the cost of its initial installation).

PWT shall have the right to inspect, test and/or evaluate the warranty claim and Purchaser shall reasonably cooperate with PWT in connection with such inspection, testing and/or evaluation. Purchaser further agrees to comply with any all processes and/or procedures adopted by PWT with respect to evaluating, processing and/or responding to warranty claims. As a condition to evaluating, processing and/or responding to warranty claims, PWT may further require that the Purchaser provide the first purchaser’s proof of purchase and/or pictures or samples of the PWT Treated™ LVL at issue.

To make a claim under this limited warranty, Purchaser, or a permitted transferee (as authorized above), within the warranty period referred to above and within thirty (30) days of discovery of a breach, shall send to PWT picture(s), a description of the claimed breach, and proof of purchase, to the following address:

Pacific Woodtech Corporation  
Customer Relations  
1850 Park Lane  
Burlington, WA 98233-4630  
E-mail: [warranty@pacificwoodtech.com](mailto:warranty@pacificwoodtech.com)

**Exclusions.** Purchaser acknowledges and agrees that PWT will not pay for, and this warranty expressly excludes coverage due to non-compliance with any requirements, guidelines, or recommendations published in the associated product guides (available as [pacificwoodtech.com](http://pacificwoodtech.com)) for handling, installation, or maintenance, including damage or failure caused by:

1. the use of PWT products in applications that are not approved by local building codes;
2. improper fastener installation or fastener failure;
3. overloading of PWT products;
4. factors other than environmental or atmospheric processes;
5. the movement, distortion, collapse, settling of the ground, or other defects in the structure;
6. any act of God (such as flooding, hurricane, earthquake, lightning, etc.);
7. abuse or neglect of PWT products by Purchaser, the permitted transferee or third parties;
8. any alterations to the PWT products after the original installation;
9. ordinary wear and tear;
10. ground contact: at least 8 inches above the ground and/or ground cover and/or ground vegetation and/or splash zone completely separated from pressure treated wood and concrete and other porous materials by using a barrier material impermeable to water;
11. field cut ends and field drilled holes do not require field retreatment but must be coated with two coats of exterior grade waterproof paint at the time of installation. LVL that is sanded, planed, molded or ripped in the field must be retreated with a registered Wood Preservative with two saturating brush coats at the time of installation and prior to the application of two coats of exterior grade waterproof paint.
12. failure of connectors or fasteners due to corrosion; or
13. weathering of wood, including but not limited to raised grain, minor localized edge checking, loose strands on the surface, warping, shrinkage, swelling, other physical or aesthetic property of wood.

**NO GROUND WATER OR WATER APPLICATIONS PERMITTED.** PWT Treated™ LVL may not be installed under the surface or within the splash zone of any body of water due to effects caused by constant saturation. Any such installations shall void this limited warranty.

**NO FULLY EXPOSED APPLICATIONS PERMITTED.** PWT Treated™ LVL must be protected from exposure to direct sunlight. Any such installations shall void this limited warranty.

**TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, THIS LIMITED WARRANTY SHALL NOT COVER AND PWT SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF ANY PWT PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.**

No person or entity is authorized by PWT to make and PWT shall not be bound by any statement or representation as to the quality or performance of PWT Treated™ LVL other than as contained in this limited warranty. This limited warranty may not be altered or amended except in a written instrument signed by PWT and Purchaser.

### **PWT Treated™ LVL INSTALLATION AND MAINTENANCE REQUIREMENTS:**

1. Observation and installation: During construction, inspect all components for damage and improper installation required by code and required in the PWT Treated™ LVL Installation Guide. Except for sill plates, stair stringers, and columns, the LVL must be used for permanent construction applications only, above ground, at least 8 inches above the ground and/or ground cover and/or ground vegetation and/or splash zone, completely separated from concrete and other porous materials by using a barrier material impermeable to water in accordance with PWT's Installation Guide. Sill plates must be separated by a sill plate gasket in proper installations to avoid direct contact with concrete and the ground. Columns and stair stringers must be installed with a 1" standoff or uplift post base to avoid direct contact with concrete and the ground.
2. Preventing trapped moisture: Fully enclosed exterior structures or assemblies must allow for moisture to escape through proper ventilation. DO NOT wrap exterior PWT Treated™ LVL with materials that may trap moisture, such as wood, metal, or plastic trim without proper ventilation and drainage. Refer to PWT's Installation Guide for cladding details
3. Flashing in exterior applications, including, but not limited to, deck substructures: Flashing or approved flashing tape is required on any upward horizontal surfaces of the PWT Treated™ LVL. Flashing tape must have passed design standard AAMA 711-13, Level 3, Class A, and have minimum UV protection of 90 days exposure - or be on PWT's list of approved tapes. Deck drainage systems that cover upward horizontal surfaces of PWT Treated™ LVL joists and beams, preventing wetting from occurring, are acceptable substitutions for flashing on the joists and beams. Proper flashing is required over ledger boards to meet code. Failure to use proper flashing, approved flashing tape, and/or proper deck drainage systems will void the limited warranty. Failure to apply flashing in accordance to the manufacturers' written installation instructions and as required by code will void the limited warranty.
4. Maintenance in exterior applications, including, but not limited to, deck substructures: PWT Treated™ LVL must not be installed or become in contact with the ground. Debris buildup must be removed from around wood members and metal connectors and fasteners. Controlling moisture and removing mold must be a part of the maintenance plan. Refer to *Build a Better Home – Mold and Mildew* (available from the APA – The Engineered Wood Association, APAWood.org) for guidance.
5. Proper connectors and fasteners: Appropriate connectors and fasteners must be used for the conditions-of-use to avoid failure due to corrosion or overloading. In all exterior applications or any other conditions where excess moisture is present, high quality, exterior grade, stainless steel or hot dipped galvanized or durable grade fasteners are required.
6. Refer to the current published PWT Treated LVL guides for handling, structural design specifications, installation and maintenance requirements available on the PWT website.
7. PWT Treated™ LVL that is used in a way that does not satisfy all the above requirements is not covered by this limited warranty.

### **Disclaimers; Limitations of Liability.**

EXCEPT FOR THE REMEDIES SPECIFICALLY PROVIDED IN THIS LIMITED WARRANTY, UNDER NO CIRCUMSTANCES SHALL PWT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES BECAUSE OF THE FAILURE OF PWT TREATED™ LVL, OR FOR ANY CLAIMED DEFECT IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY DAMAGES BECAUSE OF DAMAGE OR HARM TO OR LOSS OF OTHER PROPERTY, LOSS OF TIME, LOSS OF USE, LOST PROFITS, LOST REVENUE, LOST GOODWILL, BUSINESS INTERRUPTION, LABOR COSTS, MATERIAL COSTS, INVESTIGATION COSTS, TESTING COSTS, COSTS OF INSTALLATION OR REINSTALLATION, ATTORNEYS' FEES, EXPERT FEES, PERSONAL INJURY (INCLUDING BUT NOT LIMITED TO DEATH), DAMAGE TO REAL OR PERSONAL PROPERTY,

TEMPORARY LIVING EXPENSES, AND ANY AND ALL OTHER SIMILAR COSTS AND EXPENSES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE. EXCEPT FOR THE SPECIFIC WARRANTY COVERAGE SET FORTH IN THIS LIMITED WARRANTY, PWT DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO PWT TREATED™ LVL, AND/OR THE PERFORMANCE, APPLICATION OR USE THEREOF, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser. This warranty gives Purchaser specific legal rights, and Purchaser may also have other rights that vary from State to State or Province to Province.

