



# 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, Australia, Japan, Canada, or Caribbean Islands (Grand Cayman, Bahamas, Turks and Caicos, Puerto Rico, St. Thomas, BVI Tortola), 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 structural properties 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.

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 the subsequent buyers 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 all processes and/or procedures adopted by PWT with respect to evaluating, processing and/or responding to warranty claims. As a condition of evaluating, processing and/or responding to warranty claims, PWT shall require that the Purchaser provide the first purchaser’s proof of purchase and 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  
Warranty Services  
1850 Park Lane  
Burlington, WA 98233-4630  
E-mail: [warranty@pacificwoodtech.com](mailto:warranty@pacificwoodtech.com)

**Exclusions.** Purchaser acknowledges and agrees that this warranty expressly excludes coverage due to non-compliance with any requirements and guidelines published in the associated product user, technical, and installation guides (available at [pwtewp.com](http://pwtewp.com)) for design, specification, handling, installation, or maintenance, including damage or failure caused by:

1. the use of PWT Treated™ LVL in applications that are not approved by local building codes;
2. overloading of PWT Treated™ LVL products;
3. factors other than environmental or atmospheric processes;

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4. the movement, distortion, collapse, settling of the ground, or other defects in construction or the structure;
5. any act of God (such as flooding, hurricane, earthquake, fire, etc.);
6. abuse or neglect of PWT Treated™ LVL by Purchaser, the permitted transferee or third parties;
7. any alterations to the PWT Treated™ LVL after the original installation;
8. ordinary wear and tear;
9. ground contact: PWT Treated™ LVL must maintain a distance of at least 8 inches above the ground and/or ground cover and/or ground vegetation and/or splash zone;
10. contact with pressure treated wood and concrete and other porous materials: PWT Treated™ LVL must be completely separated from pressure treated wood and concrete and other porous materials by using a barrier material impermeable to water;
11. use under the surface of any body of water
12. the failure to use the appropriate connectors, or fasteners or as a result of the failure of connectors or fasteners due to corrosion;

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 REMOVAL AND INSTALLATION OF ANY NON PWT PRODUCT OR 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.

**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.