### **CONSUMER INFORMATION**

This wood has been preserved by pressure-treatment with an EPA-registered pesticide containing inorganic arsenic to protect it from insect attack and decay. Wood treated with inorganic arsenic should be used only where such protection is important.

Inorganic arsenic penetrates deeply into and remains in the pressure-treated wood for a long time. However, some chemical may migrate from treated wood into surrounding soil over time and may also be dislodged from the wood surface upon contact with skin. Exposure to inorganic arsenic may present certain hazards. Therefore, the following precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood.

### **USE SITE PRECAUTIONS**

- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites would be use of mulch from recycled arsenic-treated wood, cutting boards, counter tops, animal bedding, and structures or containers for storing animal feed or human food.
- Only treated wood that is visibly clean and free of surface residue should be used for patios, decks and walkways.
- Do not use treated wood for construction of those portions of beehives which may come into contact with honey.
- Treated wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as docks and bridges.

### HANDLING PRECAUTIONS

- Dispose of treated wood by ordinary trash collection. Treated wood should
  not be burned in open fires or in stoves, fireplaces, or residential boilers
  because toxic chemicals may be produced as part of the smoke and ashes.
   Treated wood from commercial or industrial use (e.g., construction sites)
  may be burned only in commercial or industrial incinerators or boilers in
  accordance with state and Federal regulations.
- Avoid frequent or prolonged inhalation of sawdust from treated wood.
   When sawing, sanding and machining treated wood, wear a dust mask.
   Whenever possible, these operations should be performed outdoors to avoid indoor accumulations or airborne sawdust from treated wood.
- When power-sawing and machining, wear goggles to protect eyes from flying particles.
- Wear gloves when working with the wood. After working with the wood, and before eating, drinking, toileting, and use of tobacco products, wash exposed areas thoroughly.
- Because preservatives or sawdust may accumulate on clothes, they should be laundered before reuse. Wash work clothes separately from other household clothing.



# WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST 40 YEAR LIMITED WARRANTY



Woods Run Forest Products, Inc., 310 West Third Avenue, Colfax, WI 54730

### WOODS RUN FOREST PRODUCTS INC. CCA-TREATED AGRICULTURAL FENCE POST 40 YEAR LIMITED WARRANTY

Woods Run Forest Products, Inc. (Woods Run) and Koppers Performance Chemicals extend this warranty to "Original consumer purchasers" or "first-owners" of specific Woods Run brand wood post products that are eligible for a FORTY YEAR LIMITED WARRANTY. Under the terms of this warranty, Woods Run (Woods Run) will replace any of its labeled or stamped Woods Run CCA-Treated Agricultural Fence Posts brand wood products as listed under "WHAT THE WARRANTY COVERS" below and used in agricultural wood post applications, should those Woods Run CCA Treated Agricultural Fence Posts be deemed structurally unfit\* due to fungal decay or termite attack during the 40 year limited warranty term. \*For purposes of this warranty, "structurally unfit" shall be defined as the inability of a properly treated fence post to perform its intended function in a given application where the material has been used within an appropriate design not exceeding the material's reasonable limitations, due to fungal decay or termite attack.

### "FIRST-OWNER" COVERAGE

To qualify for the Woods Run CCA-Treated Agricultural Fence Post 40 Year Limited Warranty, you must be the owner-of-record of the property at the time the Woods Run CCA-Treated Agricultural Fence Post wood products are installed. Or, if the warranted wood was installed by a builder-contractor-owner, "first-owner" means the owner-of-record first acquiring the property from the builder-contractor-owner. The Woods Run CCA Treated Agricultural Fence Post warranty is not transferable from the first-owner to subsequent owner(s) of the property.

## TO IDENTIFY A WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST PRODUCT, LOOK FOR THE WOODS RUN END TAG OR INK STAMP

It's easy to identify warranted Woods Run CCA-TREATED AGRICULTURAL FENCE POST wood products. Simply look for the plastic end tag or ink stamp on each piece of Woods Run brand wood fence posts. Make sure you receive and retain the Woods Run proof-of-purchase certificate or end tag as well as the original purchase invoice from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation.

End Tag



2015 2016
GROUND CONTACT
AWPA
CIGA -40 PCF
UC4A -40 PCF
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### WHAT THE WARRANTY COVERS

The warranty stated below is given in place of all other warranties, express, or implied, of merchantability, fitness for a particular purpose, or otherwise. The Woods Run CCA-TREATED AGRICULTURAL FENCE POST Limited Warranty covers Woods Run CCA-Treated Agricultural Fence Posts for forty (40) years from the date of purchase by the first-owner against structural failure caused by fungal decay or termites. The terms, "fungal decay," as used in this warranty mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew 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 Woods Run under the terms of this warranty is limited to replacement of

structurally failed Woods Run CCA-TREATED AGRICULTURAL FENCE POST products only. This warranty extends only to Woods Run CCA-TREATED AGRICULTURAL FENCE POST wood products treated to a GROUND CONTACT (0.40 pcf) preservative retention level and used in agricultural applications allowed by this Warranty.

### WARRANTY EXCLUSIONS

Woods Run is not responsible for any damage to WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST wood products for any product use that is not in accordance with EPA approved uses, or any cause other than fungal decay or termite damage, or for any use outside of agricultural fence posts. The Warranty offered herein applied to Woods Run CCA Agricultural Fence Posts only, and not all CCA products. 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.

Woods Run does not warrant any Woods Run CCA-Treated Agricultural Fence Post which is not treated in accordance with all applicable Woods Run, and industry standard specifications.

Woods Run is not responsible for any application of WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST 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.

Woods Run is not responsible for damage to WOODS RUN CCATREATED AGRICULTURAL FENCE POST 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.

Woods Run is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST brand wood product(s.)

Woods Run is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged WOODS RUN CCA-TREATED AGRICULTURAL FENCE POST wood products.

WOODS RUN DOES NOT WARRANT PRODUCT WHICH HAS BEEN PHYSICALLY OR MECHANICALLY DAMAGED, INCLUDING, BUT NOT LIMITED TO, FUNGAL DECAY OR TERMITE ATTACK INDUCED BY SAID PHYSICAL OR MECHANICAL DAMAGE. WOODS RUN IS NOT RESPONSIBLE FOR PRODUCTS WHICH HAVE BEEN MACHINED OR CROSS CUT AFTER TREATMENT. WOODS RUN DOES NOT WARRANT PRODUCT FOR ANY NON-AGRICULTURAL FENCE POST USE, OR FOR ANY APPLICATION THAT IS NOT CONSISTENT WITH THE INTENDED END USE OF THE PRODUCT, OR FOR ANY USE THAT IS NOT EXPRESSLY APPROVED BY THE USA EPA. WOODS RUN DOES NOT WARRANT PRODUCTS WHICH ARE NOT TREATED WITH CCA WOOD PRESERVATIVE SOLELY PURCHASED FROM WOODS RUN. WOODS RUN DOES NOT WARRANT ANY PRODUCT THAT IS USED OUTSIDE THE CONTINENTAL UNITED STATES. ALL ACTIONS FOR BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF ANY

SUCH ACTION. WOODS RUN DOES NOT WARRANT AGAINST MOLD NOR DIRECT OR INDIRECT CORROSION OF FASTENERS, METAL, OR METAL HARDWARE, USED IN DIRECT OR INDIRECT CONTACT WITH PRODUCT. WOODS RUN DOES NOT WARRANT AGAINST DELAMINATION OF ANY PRODUCT FOR ANY REASON. WOODS RUN IS NOT RESPONSIBLE FOR MOLD GROWTH ON WOODS RUN CCATREATED AGRICULTURAL FENCE POST WOOD PRODUCTS.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY WOODS RUN IN RELATION TO AGRICULTURAL WOOD FENCE POSTS TREATED WITH CCA USED SOLELY FOR AGRICULTURAL USE IN ACCORDANCE WITH THE EPA'S LIST OF APPROVED USES AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This 40 year limited warranty shall be governed by the laws of the State of Georgia without reference to the doctrine of conflicts of laws.

#### **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 WOODS RUN CCA-Treated Agricultural Fence Post proof-of-purchase certificate and/or the Woods Run CCA-Treated Agricultural Fence Post end tag plus a copy of your original purchase invoice to:

### Woods Run Forest Products, Inc. 310 West Third Avenue Colfax, WI 54730

Woods Run 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 Woods Run CCA-Treated Agricultural Fence Post products or reimburse the monetary equivalent of the failed product up to the original purchase price Woods Run determines to have been effective. Woods Run reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from services. NOTE: The obligation of Woods Run under the terms of this Warranty is limited to replacement of damaged wood posts or the monetary equivalent of the failed CCA treated wood posts up to the original purchase price at the sole discretion of Woods Run. Woods Run makes no other warranties, express or implied, of merchantability, fitness for a particular purpose or otherwise. In no event shall Woods Run 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.