

**4. No Claims Against Suppliers of FirePRO brand FRTW**

Koppers PC's obligations under this Limited Warranty Agreement are conditioned upon Contractor agreeing that it will not bring any action or file any claim against any entity in the chain of commerce associated with the treatment or distribution of FirePRO brand FRTW.

**5. Paragraph Headings**

Paragraph headings are for convenience only and shall not affect the interpretation of the terms of this Limited Warranty Agreement.

**6. Governing Law**

This Limited Warranty Agreement shall be interpreted under the laws of the State of New York, without regard to principles of conflict of laws.

**7. Non-Transferable**

This Limited Warranty Agreement is not transferable without the prior written approval of Koppers PC.

**8. Indemnity**

Koppers PC will indemnify Contractor against any loss or damage incurred by Contractor as a result of a claim by a third party arising out of circumstances constituting a breach of the limited warranty provided by this Limited Warranty Agreement if (a) the claim is brought by the owner of the building which contains the FirePRO brand FRTW, and (b) the claim satisfies all of the terms, conditions and limitations set forth in this Limited Warranty Agreement. Koppers PC's obligation to indemnify Contractor is conditioned upon notification by Contractor to Koppers PC within 15 days after Contractor learns of the claim or, if the claim involves litigation, within 2 days after service of process upon Contractor. Koppers PC shall have the right to control all aspects of the claim and associated litigation. Contractor shall cooperate fully with legal counsel selected by Koppers PC at Contractor's expense, and shall conduct strength testing as required under Section 3 of this Limited Warranty Agreement. Koppers PC shall have no obligation to indemnify Contractor with respect to any claim, loss or damage unless all terms, conditions and limitations of this Limited Warranty Agreement are satisfied.

**9. Entire Agreement**

This Limited Warranty Agreement contains the entire agreement between the parties with respect to the limited warranty extended by Koppers PC to Contractor regarding FirePRO brand FRTW, and supersedes any and all other agreements, representations, understandings, and commitments whatsoever between the parties, whether oral or written, relating to such limited warranty. No modification of this Limited Warranty Agreement shall be effective unless set forth in writing and signed by both parties.

**10. Termination**

Koppers PC shall have the right to terminate this Limited Warranty Agreement at any time upon written notice to Contractor, provided that any such termination shall not terminate or otherwise affect the limited warranty as it applies to any FirePRO brand FRTW that was installed prior to the effective date of the termination.

IN WITNESS WHEREOF, the Koppers PC and Contractor have caused this Limited Warranty Agreement to be executed by their duly authorized representatives on the date set forth at the beginning of this Limited Warranty Agreement.

Limited Warranty Agreement Issuance Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ KOPPERS PERFORMANCE CHEMICALS INC.

By: \_\_\_\_\_ (Print Contractor's Name)

By: \_\_\_\_\_ (Print Name & Title)

\_\_\_\_\_  
(Witness)

SEND THE REGISTRATION CERTIFICATE (BOTTOM) along with a signed original of the FirePRO™ BRAND FIRE RETARDANT TREATED WOOD LIMITED WARRANTY AGREEMENT to Koppers PC. (Upon receipt of a valid and fully executed registration certificate and signed original Limited Warranty Agreement certificate, a Limited Warranty will be issued to Contractor.)

Registration Certificate for Koppers PC FirePRO brand Fire Retardant Treated Wood Limited Warranty

IMPORTANT: As a condition of the Limited Warranty, Contractor must complete the following information and mail the signed completed registration certificate along with a signed original

Limited Warranty Agreement to: Koppers PC, Inc. - FirePRO Limited Warranty Registration - P.O. Drawer 0 - Griffin, GA 30224

PLEASE TYPE

Contractor's Name: \_\_\_\_\_ Contractor's Address: \_\_\_\_\_ Contractor's Phone No.: \_\_\_\_\_

Name of Project or Building in which FirePRO brand FRTW was installed: \_\_\_\_\_

Address of Project or Building: \_\_\_\_\_

Starting Date of Construction of the subject Project or Building: \_\_\_\_\_ Last Date of Installation of FirePRO brand FRTW: \_\_\_\_\_

Name of Contractor's Supplier of FirePRO brand FRTW: \_\_\_\_\_ Is the Subject Project or Building also using FirePRO brand FRTW Framing? Yes No

If no, Please Specify Framing Used: \_\_\_\_\_

This form may be copied, however, all Registrations must contain an original. Signature: \_\_\_\_\_ (Signature of Officer of Contractor)

**Important Information**

- Do not burn fire retardant treated wood.
- Wear a dust mask and goggles when cutting or sanding wood.
- Some fire retardant may migrate from the treated wood into soil/water or may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.
- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Fire retardant treated wood should not be used where it may come into direct or indirect contact with drinking water.
- Only fire retardant treated wood that is visibly clean and free of surface residue should be used.
- Use fasteners, hardware or any metal product as recommended by their manufacturer.
- If the wood becomes wet during construction, it should be allowed to dry before being covered or enclosed.
- Disposal recommendations: Fire retardant treated wood may be disposed of in landfills or burned in commercial or industrial incinerators or boilers in accordance with federal, state and local regulations.
- Projects should be designed and installed in accordance with federal, state and local building codes and ordinance governing the construction in your area, and in accordance with the National Design Specifications (NDS) and the Wood Handbook.
- Mold growth can and does occur on the surface of many products, including untreated and treated wood, during prolonged surface exposure to excessive moisture conditions. To remove mold from the treated wood surface, wood should be allowed to dry. Typically, mild soap and water can be used to remove remaining surface mold. For more information visit [www.epa.gov](http://www.epa.gov).
- For more information visit [www.kopperspc.com](http://www.kopperspc.com).
- Wear gloves when working with wood.
- Wash work clothes separately from other household clothing before reuse.
- Do not use fire retardant treated wood as mulch.

**For more information call 800-585-5161  
or visit [www.kopperspc.com](http://www.kopperspc.com)**

FirePRO treated wood products are produced by independently owned and operated wood treating facilities. FirePRO® is a registered trademark of Koppers Performance Chemicals Inc. © 2/2015



*Fire Retardant Treated Wood*



**50 YEAR**  
LIMITED WARRANTY



## FirePRO® BRAND FIRE RETARDANT TREATED WOOD LIMITED WARRANTY AGREEMENT

### 1. Warranty Coverage/Exclusive Remedy

THE LIMITED WARRANTY AGREEMENT STATED BELOW IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE: Koppers Performance Chemicals Inc. (Koppers PC) warrants to Contractor that FirePRO™ brand Fire Retardant Treated Wood ("FirePRO brand FRTW"), when utilized for interior construction purposes, will not structurally fail\* due to a breakdown in the cellular structure of the wood fiber due to the FirePRO chemicals (acid hydrolysis) for a period of fifty (50) years from the date of installation, subject to the conditions and limitations set forth in this Limited Warranty Agreement. In the event of a structural failure\* of FirePRO brand FRTW during the term of the warranty coverage, CONTRACTOR'S EXCLUSIVE REMEDY SHALL BE AS FOLLOWS: Koppers PC WILL PAY FOR THE REASONABLE COST OF REPAIR OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF THE FirePRO BRAND FRTW.

\* "Structural failure" is defined as the inability for a given piece of FirePRO brand FRTW to perform its intended structural function solely due to the FRTW chemicals. Structural failure caused in whole or part due to a fire, improper or inadequate ventilation, or other event is not covered by this warranty.

### 2. Conditions and Limitations

A. This Limited Warranty Agreement shall be void and Koppers PC shall have no liability to Contractor if any of the following conditions are not met:

- FirePRO brand FRTW is for interior use only and shall have been kept dry during storage and installation and installed to meet the applicable building code requirements at the time of installation.
- This Limited Warranty Agreement only applies to FirePRO brand FRTW products kiln dried after treatment in accordance with Koppers PC specifications and labeled with an Underwriters Laboratories, Inc label indicating that the product is FirePRO brand FRTW.
- The structure must be designed to take into account the published standards, including but not limited to the National Forest Product Association's National Design Specification (NDS), American Plywood Association's Plywood Design Standard(s) and design data for FirePRO brand FRTW as set forth in Koppers PC's published specifications (attached hereto and made a part hereof). FirePRO brand FRTW must only be used where adequate architectural specifications and design standards exist, such as, but not limited to, adequate ventilation across all surfaces of wood in roof systems (enclosed cavities under flat or vaulted roofs require careful attention to detail to assure adequate ventilation), wood strength safety margins, including, but not limited to, safety margins based on the anticipated environmental conditions in the structure (such as wood moisture content and temperature as referenced in the NDS).
- The structure must not contain any fire retardant treated wood other than FirePRO brand FRTW. However, this condition does not affect Contractor's use of untreated wood or other Koppers PC brand pressure treated wood products.
- If used in a roof, the roof design must be an industry recognized design customarily used in the construction industry, the attic and/or roof assembly must not exceed environmental temperatures of 150° F at any time, and all FirePRO brand FRTW must be a minimum 7/16" in thickness and a minimum of 4 plys.
- Contractor must register with Koppers PC within sixty (60) days after installation of the FirePRO brand FRTW in accordance with the terms of the "Registration Certificate for Koppers PC FirePRO Fire Retardant Treated Wood Limited Warranty" (attached hereto and made a part hereof).

### B. This warranty is subject to the following limitations:

- Koppers PC'S OBLIGATIONS UNDER THIS LIMITED WARRANTY AGREEMENT OR OTHERWISE, UNDER ANY THEORIES OF MISREPRESENTATION, NEGLIGENCE, BREACH OF WARRANTY AND/OR STRICT LIABILITY IN TORT, OR ANY OTHER THEORY OF LIABILITY IN TORT OR IN CONTRACT OR UNDER THE UNIFORM COMMERCIAL CODE, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REASONABLE COST OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF THE FirePRO BRAND FRTW. UNDER NO CIRCUMSTANCES SHALL KOPPERS PC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE.
- ANY ACTION BY CONTRACTOR AGAINST KOPPERS PC FOR BREACH OF THIS LIMITED WARRANTY AGREEMENT SHALL BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION.
- This warranty does not cover damage to FirePRO brand FRTW other than damage caused by FirePRO chemicals to the wood itself in an approved roof designed and constructed in accordance with paragraphs 2.A.i,iii, iv and v. Any failure of FirePRO brand FRTW that results from or is caused by, in whole or in part, failure to comply with applicable architectural specifications or design standards as referenced in paragraph 2.A.iii., abnormal building conditions, poor design, roof leaks, thermal degradation of the wood due to long term cyclic exposure to heat and humid environment, delamination of lumber or plywood, inferior quality materials, or Contractor's (including Contractor's subcontractors) negligence is not covered by this Limited Warranty Agreement.
- Koppers PC is not responsible for:
  - Mold growth on preserved wood products or any damage resulting from the existence of mold.
  - Delamination of plywood or other laminated wood products.
  - Corrosion of fasteners, hardware or any other material(s) (including without limitation any material made of or containing aluminum) or any damage resulting from such an occurrence.

- Damages to wood products caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, cracking, warping, shrinkage, swelling or any other physical property of the wood.
- Thermal degradation of the wood fiber not attributed to FirePRO chemicals.
- Any use of the wood products other than that specified on product literature and or end tags.
- Incidental or consequential damages.

### 3. Claim Procedure

In the event Contractor believes any FirePRO brand FRTW has structurally failed under the terms of this Limited Warranty Agreement, Contractor shall notify Koppers PC of the same as soon as reasonably possible, but no later than sixty (60) days after first learning of any alleged failure. Upon direction from Koppers PC, Contractor shall remove samples of FirePRO brand FRTW at Contractor's expense and forward the same to a certified testing agency for strength testing. Koppers PC shall be given advance written notice and shall have the right to have a representative inspect all FirePRO brand FRTW which is claimed to be defective and to have a representative observe the removal of the FirePRO brand FRTW samples from the structure in question. Results of the strength testing must be sent to Koppers PC with a letter certifying that the fire retardant treated wood tested was FirePRO brand FRTW removed from the structure in question. In the event the certified independent testing agency determines that the FirePRO brand FRTW has not failed due to the presence of the FirePRO chemicals, Contractor shall be responsible for all costs related to the removal of samples and strength testing. If the test results indicate that the FirePRO brand FRTW has failed under the terms of this Limited Warranty Agreement and due to the presence of the FirePRO chemicals, Koppers PC reserves the right to obtain additional samples of FirePRO brand FRTW from the structure in question and conduct independent tests at its own expense. In the event it is confirmed that any FirePRO brand FRTW has failed and the other terms, limitations and conditions of this Limited Warranty Agreement have been satisfied, Koppers PC will pay for the reasonable cost of repair of that portion of the structure damaged as direct result of the failure of the FirePRO brand FRTW.

### 4. No Claims Against Suppliers of FirePRO brand FRTW

Koppers PC's obligations under this Limited Warranty Agreement are conditioned upon Contractor agreeing that it will not bring any action or file any claim against any entity in the chain of commerce associated with the treatment or distribution of FirePRO brand FRTW.

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### 9. Entire Agreement

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### Koppers Performance Chemicals Inc.

Attn: Consumer Affairs  
P.O. Drawer O  
Griffin, GA 30224

## FirePRO® BRAND FIRE RETARDANT TREATED WOOD LIMITED WARRANTY AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Koppers PC, INC. (hereinafter referred to as "Koppers PC"), whose address is P.O. Drawer O, Griffin, Georgia 30224, and

("Contractor") whose address is

The parties hereto mutually agree as follows:

### 1. Warranty Coverage/Exclusive Remedy

THE LIMITED WARRANTY AGREEMENT STATED BELOW IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE: Koppers PC warrants to Contractor that FirePRO(tm) brand Fire Retardant Treated Wood ("FirePRO brand FRTW"), when utilized for interior construction purposes, will not structurally fail\* due to a breakdown in the cellular structure of the wood fiber due to the FirePRO chemicals (acid hydrolysis) for a period of fifty (50) years from the date of installation, subject to the conditions and limitations set forth in this Limited Warranty Agreement. In the event of a structural failure\* of FirePRO brand FRTW during the term of the warranty coverage, CONTRACTOR'S EXCLUSIVE REMEDY SHALL BE AS FOLLOWS: Koppers PC WILL PAY FOR THE REASONABLE COST OF REPAIR OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF THE FirePRO BRAND FRTW.

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### B. This warranty is subject to the following limitations:

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