



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

Exclusions.

Purchaser acknowledges and agrees that PWT does not warrant against and is not responsible for any condition attributable to: (1) non-compliance with any requirements published in the PWT Treated™ LVL guides (see PWT website for current requirements) for handling, structural design specifications, installation and maintenance, including the requirements listed in the following items 2 through 14 (2) defects caused by improper installation or damage caused by improper fastener installation, including, but not limited to, ground contact; (3) use of PWT Treated™ LVL beyond normal use or service conditions, or in an application not recommended by PWT’s guidelines and local building codes; (4) damage caused by overloading of PWT Treated™ LVL members or structural connectors and fasteners; (5) damage caused by failure to use appropriate connectors and fasteners or as a result of the failure of connectors or fasteners due to corrosion; (6) damage caused by factors other than environmental or atmospheric processes; (7) failure to strictly abide by PWT Treated™ LVL standard installation and maintenance practices, including as described below; (8) movement, distortion, collapse, settling of the ground, or other defects in the structure; (9) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (10) improper handling, storage, abuse or neglect of PWT Treated™ LVL products by Purchaser, the permitted transferee or third parties; (11) any alterations to the PWT Treated™ LVL after the original installation; (12) improper storage, installation, maintenance; (13) weathering of wood, including by not limited to raised grain, minor localized edge checking, loose strands on the surface, warping, shrinkage, swelling, other physical or aesthetic property of wood; or (14) ordinary wear and tear.

NO GROUND WATER OR WATER APPLICATIONS PERMITTED. PWT Treated™ LVL may not be installed in contact with the ground and a clearance from debris buildup must be maintained. 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.

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.

This limited warranty only applies to PWT Treated™ LVL that is protected, installed, used and maintained in accordance with the PWT Treated™ LVL Installation and Maintenance Requirements set forth below.



Product Warranty

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 in use in a structure. Regular efforts must be made to remove debris buildup around wood members and metal connectors and fasteners. Mold fungi and mildew cause discoloration of the wood surface, commonly appearing as a colored, fuzzy or powdery surface growth that can quickly spread over surfaces with high moisture levels. Mold and mildew will not impact the strength or stiffness of a wood member, but the presence of mold indicates a high moisture condition where, without preservative treatment and proper maintenance, decay or deterioration would likely develop.
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.