



LIMITED WARRANTY



6. Binding Arbitration

Any dispute, claim or controversy based upon, arising out of, relating to or regarding the Limited Warranty, or breach thereof, shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be no class arbitration. Arbitration shall be held exclusively in Charlotte, North Carolina. The arbitrator shall not have the authority or power to modify or alter any express condition or provision of the contract or to render an award or determination which by its terms has the effect of altering or modifying any express condition or provision hereof, to provide for or order discovery or to award punitive, exemplary, liquidated or similar damages.

7. Controlling Law

Any dispute, claim or controversy based upon, arising out of, relating to or regarding the Limited Warranty shall be governed solely and exclusively by and under the substantive laws of the State of North Carolina without regard to conflicts or choice of law principles.

8. Limited Warranty Registration

The Warranty Registration^j is required to be completed and submitted to Viance™ by either the building contractor or by its appointed authorized representative. The Warranty Registration can either be completed on-line at www.treatedwood.com or by completing and mailing to Viance 200 East Woodlawn Road, Suite 350, Charlotte, NC 28217. Upon acceptance by Viance the building contractor will be supplied, either on-line or by mail, with:

- (1) a Warranty Registration confirmation number;
- (2) original copy of Limited Warranty;
- (3) copy of completed Warranty Registration as provided to Viance by either the building contractor or its authorized representative.

9. Qualified Successor(s): New Owner Registration Requirements

This Limited Warranty is transferable to Qualified Successors in interest of a Qualified Owner. A Warranty Registration and administration fee of \$300.00 is required to be completed and paid by or on behalf of each and every Qualified Successor. This Limited Warranty shall be assigned upon written confirmation and acceptance supplied by Viance to the Qualified Successors, but shall otherwise remain subject to the terms herein.

The Warranty Registration can be processed by going to www.treatedwood.com. The completed Warranty Registration and administration fee should be sent to

Viance, 200 East Woodlawn Road, Suite 350, Charlotte, NC 28217.

10. Assignment

This Limited Warranty and any and all limitations, obligations and liabilities set forth herein may be assigned by the Viance to any affiliate, successor or any person who acquires any portion of the business of the Viance. Upon such assignment, the assignor shall have no further obligations or liabilities under the terms of this Limited Warranty or otherwise. Except as expressly set forth herein, this Limited Warranty is not assignable or transferable.

1. Limited Warranty

Subject to the definitions, terms and conditions set forth in this Limited Warranty^A, Viance™ hereby expressly warrants that Certified Components^B treated solely with its QuantIM™ product that are incorporated into a Covered Structure^C that is Weather Protected^D and Properly Maintained^E will not develop Surface Mold^F growth during the Warranty Period^G.

Subject to the definitions, terms and conditions set forth in this Limited Warranty, Viance will remediate or replace, at its sole option any Certified Components that develop Surface Mold during the Warranty Period. Under no circumstances will the Viance be liable for any costs associated with the removal, remediation, replacement, transport, handling, delivery or installation of any other components or building materials.

The Limited Warranty begins on the date of the initial application, the treatment date, of the QuantIM product to the Certified Components. In the event more than sixty (60) days have elapsed from the issuance of the certificate of occupancy and occupancy by the original residential owner/occupant, a written certification from a certified building inspector must be furnished to Viance or the Limited Warranty shall be immediately void and shall not be reinstated. The Limited Warranty shall further become immediately void, and shall not be reinstated, if a Covered Structure is abandoned, not properly maintained or Weather Protected for a period exceeding thirty (30) days after the Certified Components have been installed.

2. Definitions

- A** "Limited Warranty" means the warranty set forth herein provided by Viance using its QuantIM Treatment System as defined in the VianceQuantIM Treatment, Quality Assurance and Procedures Manual.
- B** "Certified Components" means any interior wood framing components, properly treated with QuantIM by a qualified applicator and treated, handled and stored in accordance with the Viance QuantIM Treatment, Quality Assurance and Procedures Manual, which is fabricated from softwood lumber by a licensed contractor used in above-ground, applications inclusive of trusses, lumber, and plywood that prior to being treated with QuantIM do not contain Surface Mold.
- C** "Covered Structure" means any residential building that is:
- (a) constructed within the continental United States in accordance with all applicable building codes (and inspected and certified as to such compliance by a local building code official); (b) installed, designed, and fabricated in its entirety by a licensed contractor and (c) properly used and maintained.
- D** "Weather Protected" means that the Certified Components and the interior of the Covered Structure within 180 days of the application of QuantIM have been properly covered, protected from weather, have not been subject to exposure to rain, hail, snow, liquid, water or other wetting conditions.
- E** "Properly Maintained" means that (a) a Covered Structure is inspected for the presence of Surface Mold not less than once per year by a certified pest control operator licensed in the state where such Covered Structure is located, and (b) all additional treatment and remedial work recommended by the pest control operator performing such inspection is performed in a timely manner.
- F** "Surface Mold" means pigmented, filamentous microfungi in the phyla Zygomycota, Ascomycotina or Mitosporic fungi growing on the exterior surfaces of Certified Components. Staining fungi (such as blue stain or black yeasts that are confined in wood) are expressly excluded from this definition and this Limited Warranty.
- G** "Warranty Period" means the period commencing on the date of treatment and ending 20 years from such date, subject to the terms and conditions herein.





H “Qualified Owner” means (a) any person who purchases Certified Components for installation in a Covered Structure or (b) the original legal owner of the Covered Structure in which the Certified Component is installed.

I “Qualified Successor” means any person who takes legal title to the Covered Structure prior to the 20th anniversary of the date of treatment provided that the Limited Warranty is currently in effect and such person complies with the registration provisions in Section 9 of this Limited Warranty.

J “Warranty Registration” means the completion of the application to register or re-register the Limited Warranty, including payment of the administrative fee.

3. Warranty Exclusions and Limitations

The Limited Warranty DOES NOT cover, and specifically excludes, any loss or damage to any Certified Components that has been caused or contributed to, in whole or in part, by:

- Any exterior exposure environment or any interior space that creates physical conditions typical of any exterior exposure environment;
- The design, application, manufacture or construction of the Covered Structure in which QuantIM™ has been used;
- The workmanship or quality of the Certified Components or the installer of the Certified Components;
- Surfaces not treated with or from which the QuantIM product has been removed due to end cuts, machining or other such alternation of the Certified Components or surfaces treated with any other mold control or inhibitor product;
- Any application or use of Certified Components for which they were not intended, including, but not limited to, direct contact with the ground, in or below ground or in any application which allows for the accumulation of water or wetting conditions on the Certified Components;
- Improper installation of any Certified Components, installation of Certified Components in a Covered Structure not performed by a licensed professional, installation in violation of any applicable law, statute, rule, ordinance, code, industry standard or practice;
- Visible surface mold and stain present on Certified Components prior to treatment with QuantIM
- Any replacement or remediation undertaken by the Qualified Owner^H, Qualified Successor^I or their agent prior to the express authorization of such remediation or replacement by the Viance™;
- Decay or rot caused by basidiomycete fungi or other fungi not expressly included in Surface Mold as defined herein;
- Negligent or improper construction or use of the Covered Structure;
- Faulty designed, improperly manufactured or defective wood components used as Certified Components;
- Improper installation of, defects in, or failure of any other building materials used in the Covered Structure;
- Application of the QuantIM product to Certified Components in any manner other than in strict conformity with Viance’s QuantIM Treatment, Quality Assurance and Procedures Manual;
- Use or application of the QuantIM product in a manner other than was intended by Viance, including, without limitation, application of the QuantIM name to unauthorized, unapproved or inappropriate wood framing components;
- Normal wear and tear, physical abuse or neglect of Certified Components;
- Wind, fire, lightning, ground subsidence or settlement, earthquake, flood, rain, hail, snow or similar occurrences or natural disasters;
- Acts of God, criminal activity, civil insurrection, riot, terrorism, or war;



- Acts of government authorities or agencies;
- Wood destroying animals and insects such as rats, mice, squirrels, ants and termites and other similar destruction, and;
- Any other chemical or biological factors or conditions.

The Limited Warranty is the only warranty applicable to Certified Components and is in lieu of all other warranties, and no other warranties including, without limitation, those arising from the course of dealing or usage of trade or advertising, shall be binding on or obligate Viance, except where such warranties arise under applicable consumer product warranty laws. In that event, the Limited Warranty is limited to such shorter periods permitted or required by the prevailing applicable law. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. In no event shall Viance be liable for any incidental, special, indirect, multiple, punitive, or consequential damages or effects resulting from failure of the Limited Warranty or any defect in the QuantIM™ product, including, without limitation, loss of use, lost profits, diminution in value, or lost income, regardless of whether Viance™ has been advised of the possibility of such damages or losses or damage is caused by the QuantIM product.

4. Remedies

With respect to any Certified Component that fails to conform to the Limited Warranty set forth herein, the Qualified Owner’s and Qualified Successor’s sole and exclusive remedy and Viance’s sole and exclusive liability will be for remediation or replacement at Viance’s sole option of such Certified Component containing Surface Mold. Qualified Owner and Qualified Successor hereby agree to cooperate with Viance and provide reasonable and necessary access to the Covered Structure for the purpose of determining whether the terms and conditions of this Limited Warranty were satisfied. Qualified Owner and Qualified Successor hereby grant Viance the right to contract for such remediation or replacement of the Certified Components containing Surface Mold and that otherwise qualify under this Limited Warranty. Under no circumstances will Viance be liable for construction, repair, removal or other costs related to replacement of any building materials that do not qualify for coverage under the terms of this Limited Warranty.

In no event shall Viance be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any failure of any Certified Component(s) to comply with this Limited Warranty, including but not limited to personal injury, damage to property or lost profits except where not permitted by law to limit such remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply to you.

5. Claim Procedure Notification

To make a claim under the Limited Warranty, the Qualified Owner or Qualified Successor must notify the building contractor and Viance in writing within thirty (30) days of the actual notice of Surface Mold growth on the Certified Components and before beginning any remediation, removal, replacement and repairs. Such notice must be sent by certified mail, return receipt requested, and must include the following information: a) date of discovery of Surface Mold growth, b) a description of the Covered Structure and the Certified Components for which a claim is being made, c) proof of Surface Mold growth on the Certified Components, including photographs and/or videos/DVDs, and d) the owner’s address and telephone number(s). This information must be sent to:

(1) Building contractor of the Covered Structure; and

(2) Viance, 200 East Woodlawn Road, Suite 350, Charlotte, NC 28217.

The person submitting any such claim assumes responsibility for a reasonable service and travel charge as billed by Viance if the after inspection of the Certified Components such Certified Components fail to qualify for coverage under this Limited Warranty.

Viance shall have ninety (90) days after receipt of the written claim to accept or reject the claim in writing. The Qualified Owner or Qualified Successor shall, upon request of the Viance, allow the Viance, or their authorized representatives, to inspect and photograph the affected areas of the Covered Structure, and to take samples and conduct non-destructive testing as often as the Viance deems reasonably necessary to investigate the claim.

