



## **RIGIDPLY RAFTERS GLULAM POST LIMITED 50 YEAR WARRANTY**

### **PERFORMANCE GUARANTEE**

Rigidply Rafters, Inc., Richland, PA, hereinafter referred to as "Rigidply" or "Seller", guarantees that within the continental United States when used as a structural or non-structural post in agricultural or private use structures, normal environmental conditions to which the post is exposed (which term excludes aggressive or moist environments such as those contaminated with chemicals or other materials known to be harmful to wood products, or underwater environments) will not cause the CCA preservative treated portion of Rigidply's GluLam Post to be damaged caused by termites or fungal decay to the extent that such damage makes the post structurally unfit for the application for which it was intended.

### **TERMS AND CONDITIONS**

#### **1. DURATION OF WARRANTY**

The CCA preservative treated portion of Rigidply's GluLam Post is guaranteed to perform in the manner described above for a period of 50 years from the date such posts are installed by Buyer, provided installation occurs within six months from the date of shipment of the posts from Seller's facility. In no event shall the guarantee extend beyond 50 years and 6 months from the date of shipment of the posts from the Seller's facility.

#### **2. CONSTRUCTION CONDITIONS**

No express warranty and no implied warranty of merchantability or implied warranty of fitness for a particular purpose shall apply:

- (a) To posts installed in applications or environments which contain materials or contaminants which are harmful to CCA preservative treated wood products.
- (b) To posts installed in moist applications or environments including but not limited to underwater applications.

#### **3. BUYER'S OBLIGATIONS**

- (a) Buyer shall inspect material received from Seller prior to installation so as to mitigate expense involved in repairing or replacing defective posts.
- (b) Any claim on account of a defect in the product or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Seller within 30 days after discovery of the defect and within the applicable guarantee period. Seller shall be given reasonable opportunity to investigate all claims, and no products shall be returned to Seller without Seller's inspection and approval and receipt by Buyer of written shipping instructions from Seller.
- (c) To be effective, Buyer's notice shall include such records as may enable Seller to establish the Rigidply order number, Rigidply invoice number, date of shipment by Rigidply, and the date of installation of the defective post. These records must be duly authenticated, be made in the ordinary course of business, and be contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of the guarantee stated herein.

#### **4. EXCLUSIVE REMEDY**

- (a) If it is determined to Seller's reasonable satisfaction, upon inspection, that a post is defective, Seller shall have the right to either repair or replace the defective post utilizing such normal materials, methods and workmanship as are needed to fulfill the original performance guarantee but without extension of the duration thereof. Seller's liability and Buyer's exclusive remedy under this guarantee shall be limited to repair or replacement as Seller may elect. In fulfillment of its guarantee, Seller shall in no event be liable to incur costs which exceed Seller's price for the defective post.
- (b) Buyer hereby WAIVES all remedies not expressly provided herein including, but not limited to, damages for injury to person or property and incidental and consequential damages for loss of use, revenues, or profit.

## **5. EXCLUSION OF WARRANTIES**

(a) The warranty described herein shall be exclusive and in lieu of any and all other warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. The Seller also disclaims and Buyer waives any liability of seller in tort, strict or otherwise, or otherwise in law, for damages, direct or consequential, resulting from a defect in design, material, workmanship, or manufacture, whether or not occasioned by Seller's negligence.

(b) This warranty shall not apply in the event of the occurrence of any of the following conditions, regardless whether such conditions are occasioned by the negligence of the Buyer or any other party: (1) Damage incurred in the handling or shipment of the product; (2) Damage incurred as a result of improper storage or installation; (3) Damage resulting from prolonged moisture contact or contact with any materials or chemicals harmful to CCA preservative treated wood.

(c) The warranty described herein is limited to the post's CCA preservative treated portion only.

## **6. TRANSFERS, ASSIGNMENTS, AND REPRESENTATIONS**

This guarantee is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this guarantee extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist of any such misrepresentation. This condition shall constitute a material term of this guarantee and its violation by Buyer shall excuse Seller from its obligations hereunder.

## **7. TERMINATION**

Seller reserves the right to terminate this guarantee except with respect to orders which it has already accepted upon the giving of written notice thereof.

## **8. MERGER**

Oral statements made by Seller's representatives and written descriptions of the products appearing elsewhere than on the face hereof are not warranties and shall not be relied upon by Buyer. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modification hereof, to be effective, shall be in writing, shall expressly refer to this warranty, and shall be signed by an authorized representative of Seller.

## **9. LACK OF PAYMENT**

Neither Rigidply Rafters, Inc., nor the Dealer/Erector shall have any obligation under this warranty until all bills for installation, materials and services have been paid in full to Rigidply Rafters, Inc. and the Dealer/Erector.