

# READ THIS FIRST!

Only a Registrant may become a party to and thereby benefit from this Limited Lifetime Warranty Agreement.

This Warranty is non-transferable and applies solely to the original registered owner of a structure at the time the Chemco treated wood was installed. If the installed building or structure is a newly built home or building, and title is initially held by the original builder or developer who purchased and installed the material, then the warranty may still be registered by the first subsequent new homeowner within (120) days upon completion of the sale and the new homeowner has taken possession of the property.

To become a Registrant, a party must timely complete, sign and mail in this Limited Lifetime Warranty on Fire Retardant Treatment of Exterior Use Wood Products Registration form found on the reverse side of this sheet to Chemco, Inc. to its corporate headquarters at the appropriate address listed below:

**In Canada, Send to:  
Warranty Registration**  
P.O. Box 3280  
Mission, BC, Canada V2V 4J4

**In the USA, Send to:  
Warranty Registration**  
P.O. Box 875  
Ferndale, WA, USA 98248

## INCLUDED WITH YOUR REGISTRATION:

The Original Owner must within the (120) day period after installation of the Chemco treated product include with their mail in registration form: a) proof of purchase either by a copy of the original invoice, along with a Chemco treatment certification lumber tag taken from the treated material, or b) a copy the certificate of treatment which would have been provided by Chemco along with the material. If neither can be produced then the homeowner must otherwise be able verify to Chemco's satisfaction that the product is a Chemco treated product.

## HOW TO ACTIVATE YOUR CERTIFICATE FOR THE LIMITED LIFETIME WARRANTY

- STEP 1:** FILL OUT THE REGISTRATION FORM ON THE REVERSE SIDE OF THIS PANEL. DO NOT DETACH THE REGISTRATION FORM FROM THE CERTIFICATE.
- STEP 2:** MAKE A COPY OF THIS FORM FOR YOUR RECORDS.
- STEP 3:** RETURN THE COMPLETED REGISTRATION FORM ALONG WITH A COPY OF YOUR INVOICE, PROOF OF PURCHASE, AND CERTIFICATION OF TREATMENT.



[www.chemco.org](http://www.chemco.org)



Registration form & Warranty for:

**Limited  
Lifetime  
Warranty**  
ON FIRE RETARDANT  
TREATMENT OF EXTERIOR  
USE WOOD PRODUCTS



# CHEMCO'S LIMITED LIFETIME WARRANTY ON FIRE RETARDANT TREATMENT OF EXTERIOR USE WOOD PRODUCTS

**THIS LIMITED LIFETIME WARRANTY AGREEMENT ("WARRANTY") IS BETWEEN CHEMCO, INC. ("CHEMCO") AND THE REGISTERED OWNER (DEFINED BELOW). THE WARRANTY IS FOR THE USEFUL LIFE OF THE TREATED PRODUCTS AND COVERS CHEMCO'S FIRE RETARDANT TREATMENT ("WARRANTED TREATMENT") OF DECKING, PLYWOOD SHEATHING, SIDING, LUMBER, SOFFIT, AND FACIA WOOD PRODUCTS FOR EXTERIOR USE ("PRODUCT" OR "PRODUCTS"). THE TERMS OF THE WARRANTY ARE SET OUT BELOW.**

**USEFUL LIFE LIMITED WARRANTY.** The Warranted Treatment will meet or exceed the fire retardation standard set forth in the applicable provisions of ASTM E-84 and ASTM D2898 in effect at the time of treatment for the treated Product's useful life.

**PERSONS COVERED.** This Warranty is non-transferable and applies solely to the original registered owner of a structure at the time the Chemco treated wood was installed. If the installed building or structure is a newly built, unoccupied home or building, and title is initially held by the original builder or developer who purchased and installed the material, then the warranty may be registered by the first subsequent new homeowner within (120) days upon completion of the sale and the new homeowner has taken possession of the property. **YOU MUST REGISTER TO BENEFIT FROM THIS LIMITED WARRANTY.** For instructions on how you must register to qualify, please see the reverse side of this document.

**CLAIM PROCESS.** WITHIN THIRTY (30) DAYS after discovery of a possible failure, breach or defect, the registered Owner must send a detailed written description of the problem to Chemco, Attn. Warranty Claims, P.O. Box 875, WA 98248. Chemco reserves the right to have a representative inspect the treated Product at the registered structure and to remove Product samples from the structure. Results or reports of any testing by or for Registrant must be shared with Chemco along with a certification that the Product tested was removed from the Owner's registered structure. ANY ALTERATION, REMOVAL OR REPAIR OF THE ALLEGEDLY DEFECTIVE PRODUCT PRIOR TO A REASONABLE OPPORTUNITY FOR CHEMCO TO INSPECT SHALL BAR ANY RIGHTS FOR RELIEF A REGISTERED OWNER WOULD OTHERWISE HAVE UNDER THIS WARRANTY.

**EXCLUSIVE REMEDY.** In the event of a breach of the warranty followed by a documented and timely warranty claim, Chemco will, at its sole option, either: (i) pay to the registered Owner of the registered structure a "pro rata refund" based on the amount paid by the Original Owner that represents the cost of the Warranted Treatment of the affected Product and multiplying that sum by the percentage of the useful life of the Product remaining or (ii) provide the registered Owner at no charge with replacement Chemco fire retardant treatment services on complying Product provided at the Owner's cost. These remedies are the sole and exclusive remedies available to a registered Owner against Chemco or its affiliates, owners, managers, officers, employees, resellers, agents, or representatives under this Warranty or otherwise, under any legal theory, on account of some negligence or misconduct by Chemco (or its resellers, agents, employees, owners, or officers), or breach of warranty or defect in or problem with the Warranted Treatment.

**LIMITATIONS AND EXCLUSIONS.** This Warranty is not effective unless either each piece of applicable treated product installed in the registered structure had a Chemco treatment label and applicable treatment certification or the homeowner must be able to produce the certification of treatment that was issued by Chemco. This Warranty only covers the Warranted Treatment, not the underlying Products themselves. Chemco does not warrant the merchantability or fitness of the underlying Products for any specific use, or the Products' compliance with any applicable grading or labeling requirements. This Warranty is only effective if 100% of the applicable fire retardant treated Product in the installed structure was treated by Chemco.

**The following exclusions apply to this Warranty:**

**1. Misapplication, Faulty Design, Improper Installation or Maintenance.** The Warranty does not apply to any defect caused by (a) construction workmanship, (b) use of substandard, noncomplying or improper materials, components or fasteners, (c) improper handling, transport, storage (Product should be kept dry), or installation, (d) application of the treated Product for a use or purpose not recognized or recommended by Chemco's specifications, applicable building codes, or good construction practices (e) failure to follow or comply with applicable construction or installation instructions, standards, codes or requirements, (f) faulty design, (g) improper milling or surfacing, (h) ground contact installation or lack of proper drainage; (i) lack of regular and proper maintenance, (j) improper or incorrectly performed or attempted repair, (k) misapplication of solvents, chemicals, or cleaning materials; or (l) improper or inadequate underlayment or ventilation, (m) failure to remove buildup of debris or overgrowth of vegetation.

**2. Additional Costs.** Tear-off costs (demolition or removal of materials, products, underlayment, etc.) and the cost of installing, repairing or replacing venting, metal work, flashings, underlayment, fasteners or other related materials will not be covered or reimbursed.

**3. Extended Risks.** Defects, damage, problems or degradation due to insects, animals, violent weather (such as hurricane, tornado, hail, lightning, or flood) explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war or acts of God are not warranted. PLEASE NOTE: The useful life of the underlying Product and the Warranted Treatment may be adversely affected by factors beyond Chemco's control such as: climate conditions (temperature, salt air, humidity); quality of installation; quality and appropriateness of installation materials, including underlayments and fasteners; normal wear and tear; and ventilation.

**4. Discoverable Unreported Defects.** If any claimed defect or problem in the Warranted Treatment or treated Product would have been revealed upon reasonable inspection by the installer, purchaser or Owner, or their respective agents, and the treated Product is installed, assembled, altered or modified without notice to and opportunity for Chemco to cure the alleged defect or problem prior to such actions, this Warranty will not apply to the affected treated Product.

**5. Paints and Coatings.** This Warranty does not cover any defects, damage, problems

or degradation due to the use of paints, coatings, sealants or other solutions on the treated Product. BEFORE USING ANY PAINT, STAIN OR OTHER COATING ON TREATED PRODUCT, YOU SHOULD CONSULT WITH A COATINGS EXPERT OR MANUFACTURER TO ASSURE YOURSELF THAT ANY RECOMMENDED COATING HAS BEEN SUCCESSFULLY TESTED ON THE TREATED PRODUCT. CHEMCO DOES NOT WARRANT OR ENDORSE ANY COATING PRODUCT OR MANUFACTURER. PLEASE REVIEW CHEMCO'S INFORMATIONAL NOTICE ON PAINTS AND COATINGS. Review at: <https://www.chemco.org/saferwood/painting-and-staining>

**6. Modifications and Repairs.** This Warranty does not cover any defects, damage, problems or degradation due to modifications, repairs, or alterations made to treated Product after original installation, including the subsequent installation of skylights, venting, windows, doors, solar heating apparatus or other equipment.

**7. Strength Limitations.** Fire Retardant treatment can affect the strength characteristics of the treated material. Please refer to <https://www.chemco.org/media/ESR-1159.pdf> for strength adjustments.

**DISCLAIMER AND LIMITATION OF LIABILITY.** THIS USEFUL LIFE LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. CHEMCO EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT SUCH A DISCLAIMER OF IMPLIED WARRANTIES IS NOT ENFORCEABLE UNDER APPLICABLE LAW, CHEMCO LIMITS ANY LEGALLY REQUIRED IMPLIED WARRANTY TO THE MINIMUM DURATION AND SCOPE AUTHORIZED BY LAW. CHEMCO DOES NOT WARRANT THAT THE WARRANTED TREATMENT IS APPROPRIATE FOR THE PURCHASER OR OWNER'S PURPOSES. EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS WARRANTY, THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE IS ASSUMED BY THE PURCHASER AND OWNER. CHEMCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, PERSONAL OR PROPERTY DAMAGES (INCLUDING LOST PROFITS, DELAY DAMAGES, OR DAMAGE TO THE REGISTERED STRUCTURE OR ITS CONTENTS) RESULTING IN ANY WAY FROM THE INSTALLATION AND USE OF TREATED PRODUCT, EVEN IF CHEMCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, AND SPECIFICALLY IF THE REMEDIES PROVIDED BY CHEMCO UNDER THIS 50 YEAR LIMITED WARRANTY ARE FOUND LEGALLY INSUFFICIENT OR TO FAIL OF THEIR ESSENTIAL PURPOSE, THE MAXIMUM LIABILITY OF CHEMCO ON ACCOUNT OF ANY LOSS OR CLAIM IN ANY WAY ARISING UNDER OR RELATED TO THIS WARRANTY, OR TO THE INSTALLATION OR USE OF GOODS SUBJECT TO THIS WARRANTY, UNDER ANY LEGAL THEORY OF RECOVERY (CONTRACT, TORT, STRICT LIABILITY, OR STATUTE), IS THE TOTAL COST PAID BY THE PURCHASER OR OWNER FOR THE TREATED PRODUCT WITH A PRO RATA DEDUCTION BASED ON THE OWNER'S PRIOR USE AND ENJOYMENT AND THE FIFTY YEAR PERIOD OF THE WARRANTY.

**ARBITRATION OF DISPUTES AND GOVERNING LAW.** The purchaser and Registered Owners agree that any and all disputes or controversies in any way arising out of, or relating to, this Warranty or the Products subject to this Warranty, shall be fully and finally resolved by confidential arbitration (using a panel of three (3) arbitrators for claims over \$50,000 and a single arbitrator for claims of \$50,000 or less), administered by the American Arbitration Association, in accordance with its then-current the Commercial Arbitration Rules. Any arbitration shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated, or similar basis. The parties understand and agree that they are waiving rights to seek remedies in court, including the right to a jury trial, and that they are waiving the right to pursue a claim or defense as a class action or by class or multi-party arbitration. In the event any term or provision of this paragraph shall to any extent be invalid or unenforceable, the remainder shall be valid and enforced to the fullest extent permitted by law. The exclusive venue and place of arbitration is Seattle, Washington. The law of Washington will apply to any dispute between the parties in any way arising under or related to this Warranty or otherwise, under any legal theory, without regard to Washington's conflict of law rules.

**ENTIRE AGREEMENT.** This document contains the entire Warranty and may not be modified, altered, amended, or supplemented in any way by any wholesaler, dealer, roofer, installer, contractor, representative or manufacturer other than Chemco, and then only by means of a document signed by an authorized officer of Chemco. GOVERNING STATE LAW MAY LIMIT OR OTHERWISE AFFECT YOUR RIGHTS UNDER THIS WARRANTY, AND MAY PROVIDE YOU WITH YOU DIFFERENT OR ADDITIONAL SPECIFIC LEGAL RIGHTS NOT EXPRESSED IN THIS WARRANTY.

# REGISTRATION FORM



CHEMCO'S LIMITED LIFETIME WARRANTY ON FIRE RETARDANT TREATMENT OF EXTERIOR USE WOOD PRODUCTS

## Homeowner/Consumer Purchaser's Information:

Name:

Street Address of Building/Dwelling

City

Prov./State  Postal/Zip Code

## Product Type (Check one):

Fascia  Soffit  Decking  Siding

Other, Specify type

Species Description

Date Installation Completed

Name & Address of Installer/Contractor

I, , HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE CHEMCO, INC. LIMITED LIFETIME WARRANTY FOR LUMBER, DECKING, PLYWOOD AND SIDING.

Owner's Signature:  Date:

In Canada, Send to:  
**Warranty Registration**  
 P.O. Box 3280  
 Mission, BC, Canada V2V 4J4

In the USA, Send to:  
**Warranty Registration**  
 P.O. Box 875  
 Ferndale, WA, USA 98248

**NOTE:** Please see additional instructions on the reverse side of this form.