



Covered Structure Warranty

1. 10 Year Limited Warranty. Eco Building Products, Inc. (ECOB), warrants the treatment of non-ground contact interior/exterior wood component(s) of a covered structure, which have been treated by an ECOB authorized coating facility with the ECOB Wood Preservation system consisting of one or more – FRC12 Fire Inhibitor, Disodium Octaborate Tetrahydrate (DOT) Wood Preservative and WoodSurfaceFilm™ process, marketed as Eco Red Shield™ SP, AFL or FT – (ECOB Wood), under the quality controls and third party factory auditing by an ISO 17020 accredited body, as defined in DrJ Engineering Technical Evaluation Reports (TER). The ECOB Wood Treated Component(s) is warranted to inhibit mold fungus growth/mycotoxin production on the cured surface of the film; wood-rot fungi decay and wood ingesting insects (including subterranean or Formosan termites) or carpenter ants, due to the failure of ECOB WoodSurfaceFilm™ treatment while owned for 10 years by any owner/occupant from the date of purchase (Warranty Period). Such failure must render the ECOB Wood Treated Component incapable of performing its intended function. This Limited Warranty applies only to ECOB Wood Treated Component(s), as defined above, incorporated into residential and non-residential covered structure construction.

Furthermore, ECOB warrants the treatment of interior/exterior wood components of a covered structure for up to twelve (12) months in an exposed vertical framed state, subject to proper documentation indicating completion of structure exterior wrapping or dry-in process. Subject to the Warranty Exclusions and Limitations of Liability set forth below, ECOB will repair, recoat, or replace, at no cost to the original owner-occupant, any ECOB WOOD Treated Component(s) that becomes unfit for its intended function or purpose, during the Warranty Period. The Warranty Period begins on the date of purchase. This Limited Warranty is transferable to successor(s) in interest of the original owner-occupant.

2. Warranty Exclusions This Limited Warranty(s) (Warranty) does not cover, and specifically excludes, any loss or damage to any ECOB Wood Treated Component(s) that has been caused in part or whole by:

- The inherent and natural Characteristics of some types of wood to split, warp, buckle, bow, collapse, twist or deform
- Any application or use of an ECOB Wood Treated Component(s) for which it was not intended
- The performance or appearance of any additional top-coat system. These features are dependent upon quality of the top-coat and the application methods controlled by the applicator, manufacturer and subsequent maintenance detailed in the manufacturers' application guidelines.
- Any exposed exterior untreated surface. ECOB Wood End Cut sealer, a wood sealer or exterior paint must be applied to prevent wicking through the end-grain when used with a topcoat system. ECOB Wood End Cut sealer should be applied to interior exposed surfaces only in areas of excessive moisture and wood ingesting insect opportunity.
- Improper installation of any ECOB WOOD Treated Component(s) or installation of such component in violation of any applicable law, rule, ordinance or code.
- Negligent or improper construction of the Covered Structure
- Application of ECOB WOOD – FRC12 Fire Inhibitor, DOT Wood Preservative and WoodSurfaceFilm™ process, to wood component(s) by anyone other than an ECOB authorized facility or agent.
- Existence of Wood Destroying Basidiomycetes present on the wood surface prior to coating. Wood destroying Basidiomycetes attack wood cellulose below the surface starting wood rot process therefore ECOB wood treatment cannot reverse this damage.
- Wind, fire, lightning, ground subsidence or settlement, earthquake, flood or hail
- Acts of God
- Criminal activity, civil insurrection, riot, terrorism, or war
- Acts of government authorities or agencies
- Improper installation of, defects in, or failure of any other building materials used in the Covered Structure
- Surface nibbling by wood ingesting insects is acceptable
- Damage to treated products where the wood has been sawn lengthwise or surfaced. Example: Cutting stair stringers from treated wood products would invalidate this warranty.
- Treated Components used in a residential, commercial or manufacturing structure where any chemical or biological agents have been introduced.
- ECOB Wood is not warranted in any way against destruction from fire.
- ECOB Wood Treated Component(s) make claims against fire inhibiting properties and only represent these properties as defined in laboratory testing as published by QAI Laboratories listing B1053-1. The Company does not and will not warrant that the ECOB Wood Component(s) will not eventually burn or the structure they are installed in will not burn or be damaged by fire.

- Due to the Eco-Friendly nature of our treating solution, lumber knots have extreme density proposing a challenge for our coating to create a cured film surface. These knot areas are isolated as well as being statistically insignificant as a percentage of surface area and therefore do not significantly impact the overall performance of ECOB Wood Treated Component(s).

3. ECOB's Maximum Liability or Obligation ECOB's sole obligation and liability is limited to reasonable costs of recoating, removal, repair or replacement of the affected ECOB Wood Treated Component(s), and including those costs incurred to restore structure to original condition, where ECOB has acknowledged, in writing, or the owner has demonstrated the certified ECOB Wood has failed because the Treated wood component(s) has become unfit for its original purpose. ECOB reserves the right to cure and have remedial work performed to rectify/satisfy the obligation and have affected ECOB Wood Treated Component(s) certified.

4. NO IMPLIED WARRANTY AND DISCLAIMERS THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND IS THE ONLY WARRANTY APPLICABLE TO THE ECOB WOOD AND TO THE FULL EXTENT PERMITTED BY LAW, ECOB MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM CONTRACT OR TORT, IMPOSED BY STATUTE OR OTHERWISE, RELATING TO THE ECOB WOOD, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PURPOSE LIMITATION. IN NO EVENT WILL ECOB BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS.

6. Claim Procedure Notification To make a claim under this Limited Warranty, the owner of the Covered Structure must notify ECOB or the party from whom the owner purchased the ECOB Wood in writing within thirty (30) days of the actual failed ECOB Wood Treated Component(s). Such notice must be sent by certified mail, return receipt requested, and must include the following information: (A) date of discovery of failed ECOB Wood; (B) photo(s) of damage and (C) building owners name and contact information. Delivery of information to: **Eco Building Products, Inc.**, 11568 Sorrento Valley Road STE 13, San Diego, California 92121 - Attention Warranty Claims.

7. Binding Arbitration Any controversy or claim arising out of or relating to this Limited Warranty, or breach thereof, shall be settled by 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 United States court having jurisdiction thereof. Arbitration shall be exclusively in San Diego, California. Whenever a controversy or claim is submitted to arbitration hereunder, the award of the arbitrator(s) shall include an assessment of the costs and reasonable attorney's fees in favor of the prevailing party. The Limited Warranty shall be governed exclusively by the law of the State of California without regard to the country or state's choice of law or conflicts of law's rules.