



# **GOODFELLOW** *Terra*®

## **Earth Tone Ecological Treated Wood**

### **LIFETIME RESIDENTIAL LIMITED WARRANTY**

#### **WHAT IS COVERED**

The Goodfellow Terra® Pressure Treated Wood Lifetime Residential Limited Warranty (“Limited Warranty”) is for wood product pressure treated with MicroPro brand micronized copper azole compounds sold or labeled as Goodfellow Terra brand wood product or as covered by this Limited Warranty (“Goodfellow Terra brand wood product”). Timber Specialties Co. will provide original consumer purchasers or “first-owners” of Goodfellow Terra brand wood product that “structurally fails” either, in Timber Specialties’ sole discretion, replacement Goodfellow Terra brand wood product for the Goodfellow Terra brand wood product that “structurally fails” or a refund of the monetary equivalent of the Goodfellow Terra brand wood product that “structurally fails” up to the original purchase price.

This Limited Warranty is not transferable from an original consumer purchaser or “first-owner” to any subsequent consumer or owner, tenant, or successor of the real property on which Goodfellow Terra brand wood product is installed.

“First-owners” means:

- the owner-of-record of the real property on which Goodfellow Terra brand wood product was installed at the time the Goodfellow Terra brand wood product was installed; or,
- if Goodfellow Terra brand wood product was installed by a builder-contractor-owner in connection with new construction on real property owned by such builder-contractor-owner, the first owner-of-record that acquires such real property from the builder-contractor-owner.

“Structurally fails” means the inability of Goodfellow Terra brand wood product to perform its intended function due to fungal decay or termite attack. “Fungal decay” means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, and/or fungi associated with the appearance or “weathering” of wood. “Weathering” of wood is not fungal decay of any type.

## TO IDENTIFY A GOODFELLOW TERRA BRAND WOOD PRODUCT, LOOK FOR THE END TAG

It's easy to identify Goodfellow Terra brand wood product. Simply look for the MicroPro® Micronized Copper Azole end tag on each piece of Goodfellow Terra brand wood product. Make sure you receive and retain original end tag(s) for each piece of Goodfellow Terra brand wood product, as well as the original purchase receipt(s) from your lumber dealer or contractor/ builder. In the event of a claim, it will be necessary to present this documentation for all Goodfellow Terra brand wood product that is claimed to have structurally failed.



## WARRANTY CONDITIONS

This Limited Warranty applies only if each of the following conditions are met

- Goodfellow Terra brand wood product must be used only in residential applications and as specified on the end tag attached to the Goodfellow Terra brand wood product.
- Specifically, “Above Ground” Goodfellow Terra brand wood product must be used only in “Above Ground” applications. (“Above Ground” applications are above ground uses of Goodfellow Terra brand wood product where the Goodfellow Terra brand wood product is NOT in contact with soil, placed on or over soil using a synthetic barrier or plastic material, subject to frequent wetting or continually exposed to heavy vegetation, mulch products, fill dirt, or other conditions that could simulate a ground contact exposure.)

“Ground Contact” Goodfellow Terra brand wood product can be used in either “Above Ground” or “Ground Contact” applications. “Ground Contact” applications are uses where Goodfellow Terra brand wood product is used:

- in contact with the ground, fresh water, or other situations favourable to deterioration;
- above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.

Examples of “Ground Contact” use applications include fence posts, deck posts, railing posts, and timbers.

- Goodfellow Terra brand wood products must be treated with MicroPro brand micronized copper azole compounds by a licensed treating facility in accordance with the Timber Specialties MicroPro Standard.
- Goodfellow Terra brand wood product must be used in accordance with municipal, provincial and federal building codes.
- For the warranty to be valid for pressure treated timbers and for pressure treated wood used in ground contact applications, a brush-on copper naphthenate end-cut wood preservative is required at the time of construction on all saw cuts, drill holes and other field cuts. Two applications of a copper naphthenate end-cut wood preservative must be applied to cuts in the preserved wood before it is installed.
- For the warranty to be valid for pressure treated wood used in above ground applications, such as deck boards, railing, post tops or fence boards, a brush-on zinc naphthenate end-cut wood preservative or Goodfellow Terra sealer product must be applied to all saw cuts, drill holes and other field cuts at the time of construction.
- Proof of purchase is required that the copper naphthenate end-cut wood preservative and zinc naphthenate end-cut wood preservative or Goodfellow Terra sealer product was purchased before the completion of the project.

## **WARRANTY EXCLUSIONS**

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, wood exposed to salt or brackish water, building poles or building timbers in structural applications, commercial vineyard stakes, peeler core landscape timbers (mini ties), shakes and shingles, specialty items, such as spindles, balusters, post caps, lattice and railing or any products that have been milled after treatment.
- The structural failure of projects or structures containing any Goodfellow Terra brand wood product where some or all of the Goodfellow Terra brand wood product has been used in contact with untreated or treated material that has been used in an improper application, or in contact with any older construction with any evidence of decay.
- The structural failure of “Above Ground” Goodfellow Terra brand wood product used in contact with the ground, fresh water, or other situations favourable to deterioration or used above ground but may end up in ground contact or is subject to hazards comparable to ground contact due to climate, artificial or natural processes or construction.
- The structural failure of Goodfellow Terra brand wood product where the Goodfellow Terra brand wood product has been sawn lengthwise (ripped) or surfaced (sanded/planed/ etc.).
- The structural failure of Goodfellow Terra brand wood product caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate Goodfellow Terra brand wood product, or structural failure resulting from such an occurrence.
- The delamination of Goodfellow Terra brand wood product including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on Goodfellow Terra brand wood product that is aesthetic.
- Damage to Goodfellow Terra brand wood product other than structural failure.

## **HOW TO MAKE CLAIMS**

To make a claim under this Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) and a description of the structural failure along with the Goodfellow Terra brand wood product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, Timber Specialties requires an itemized list of Goodfellow Terra brand wood product that structurally fails and an end tag from each piece of such Goodfellow Terra brand wood product. Send this information to:

Timber Specialties Co. Attn: Consumer Affairs  
P. O. Box 520, 35 Crawford Crescent, Campbellville ON L0P 1B0

Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, Timber Specialties will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available to you replacement Goodfellow Terra brand wood product in exchange for Goodfellow Terra brand wood product that structurally failed or, in Timber Specialties' sole discretion, refund the monetary equivalent of such Goodfellow Terra brand wood product, up to the original purchase price. Timber Specialties reserves the right to have a representative inspect all Goodfellow Terra brand wood product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this Limited Warranty are not met, Timber Specialties shall have no obligation under this Limited Warranty.

## LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of Goodfellow Terra brand wood product, the original consumer purchaser or first-owner of Goodfellow Terra brand wood product accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

Timber Specialties' only obligation under this Limited Warranty is to, in Timber Specialties' sole discretion, provide replacement Goodfellow Terra brand wood product (Goodfellow Terra brand wood product only) for the Goodfellow Terra brand wood product that structurally failed or to refund the monetary equivalent of such Goodfellow Terra brand wood product, up to the original purchase price. This Limited Warranty is your sole and exclusive remedy and is in lieu of all other warranties, representations, guarantees or conditions, whether expressed or implied. Timber Specialties is not responsible for any costs associated with removal or disposal of any Goodfellow Terra brand wood product or delivery or installation of the replacement Goodfellow Terra brand wood product.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TIMBER SPECIALTIES MAKES NO OTHER WARRANTIES,

EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL TIMBER SPECIALTIES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, EVEN IF TIMBER SPECIALTIES KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Some provinces, states or other jurisdictions do not allow limitations on the length of implied warranties or conditions, or do not allow the exclusion or limitation of certain types of damages, or the exclusion or limitation of liability for death or personal injury caused by that party's negligence. If that is true of the first-owner's province, state or jurisdiction, the above limitations or exclusions shall not apply except to the maximum extent permitted by such applicable law. You have specific rights under this Limited Warranty. However, you may also have other rights which vary from jurisdiction to jurisdiction and nothing in this Limited Warranty will apply to reduce or eliminate any of your mandatory, statutory rights.

The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this Limited Warranty or in connection with the Goodfellow Terra brand wood product must be brought in the parties' individual capacity.

Timber Specialties' failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this Limited Warranty shall not be construed to be a waiver of such provisions. This Limited Warranty constitutes the complete and exclusive agreement between you and Timber Specialties with respect to the subject matter contained in this Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by Timber Specialties or its agents that differ in any manner from the terms of this Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of Timber Specialties.

Invalidity or unenforceability of any provision of this Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This Limited Warranty is valid only for Goodfellow Terra brand wood product produced and used in Canada in 2017-2018.

For more information, visit [www.GoodfellowTerra.com](http://www.GoodfellowTerra.com).