

POSTSAVER® USA SMARTPOST® BOOT Limited Lifetime Warranty

Postsaver® USA, LLC (“Postsaver® USA”) warrants to the original buyer of the SmartPost® that under normal weather, atmospheric and soil conditions, as defined below, that the Postsaver® USA Boot product (“Boot”) applied to the SmartPost® will be free from manufacturing defects and if properly installed and maintained the Boot will provide a protective barrier between the portion of the SmartPost® to which the Boot had been applied (“Booted Area”) and the ground, insects and bacteria and fungus (“Microbes”) for the life of the SmartPost®, subject to the limitations set forth below.

A. LIMITATIONS ON WARRANTY

- 1. This Limited Warranty is for the benefit only of the original buyer of the SmartPost® (the “Buyer”) and may not be relied upon by any other person or entity. This Limited Warranty shall only apply to the initial use of the SmartPost®. Removal and reinstallation or reuse of the Smart Post® and/or Boot shall void this Limited Warranty. This Limited Warranty shall only apply to SmartPost® Boots which were purchased and installed in the 50 United States or the District of Columbia.**
- 2. This Limited Warranty applies only to SmartPost® Boots which (a) have been stored and handled properly prior to application and installation; (b) have been properly used, installed and maintained by Buyer in accordance with all Postsaver® USA guidelines and instructions; (c) have been purchased from an authorized dealer, and (d) have been utilized in a manner appropriate for the grade of and preservative treatment applied to the lumber incorporated into the SmartPost®.**
- 3. This Limited Warranty does not apply to defects or failures caused by (a) acts of God, including but not limited to flood and lightning; (b) falling or wind-blown particles or objects or wind-caused damage; (c) improper storage, handling, application, installation, maintenance or repair including but not limited to failure to maintain the integrity of the above ground portion of the Boot and the SmartPost®; (d) neglect or misuse; (e) external forces (including but not limited to machinery, animals, persons, vandalism or terrorism); (f) explosions, fire or other casualty; (g) intentional or negligent destruction or damage; (h) riots or other civil commotions; (i) acts of war; (j) exposure to radiation, chemicals (gases, liquids or solids) or other harmful or corrosive substances; (k) use in direct contact with water; (l) improper drainage of water; (m) abnormal changes in the size of the wood caused by splitting, cracking, warping, twisting or expansion of the wood, such that the outer dimension of the wood is 5% greater than its original dimension; (n) insect and microbial damage to those portions of the SmartPost® that are not contained wholly within the Booted Area of the SmartPost® and (o) insect and microbial damage in the Booted Area where the damage can be shown to have likely originated in the portion of the Smart Post® that is not in the Booted Area. Every wood product has a limited useful life, which is not the same as the warranty period. The warranty period is the period of time that Postsaver® USA will warrant the Boot as set forth herein. The limited lifetime warranty upon the Boot does not guarantee that the SmartPost® will last forever.**
- 4. Postsaver® USA warrants the Boot will not be penetrated by insects or Microbes that cause damage to the Booted Area of the SmartPost® to the extent that the SmartPost® is damaged such that it becomes structurally unfit for the application for which it was intended. This warranty does not**

cover insect or microbial damage which originates in a portion of the SmartPost® that is not in the Booted Area.

5. This Limited Warranty shall not apply to SmartPosts® containing wood products without appropriate preservative treatments installed in applications where the non-Booted Areas of the SmartPost® are exposed to weather.
6. This Limited Warranty shall only apply to Boots and SmartPosts® used in normal environmental conditions (which term excludes aggressive or moist environments such as those contaminated with chemicals or other materials known to be harmful to the Boot or SmartPost®, wetlands or underwater environments).
7. This Limited Warranty shall not apply to Boots and SmartPosts® utilized in in-water and water side (including pool side) applications.
8. All time frames referred to herein shall be calculated from the date Buyer takes possession of the SmartPost®.
9. Typical weather, atmospheric and soil conditions are those conditions that are routinely encountered where similar wood products without Boots are successfully utilized. This warranty shall be void if the SmartPost® is utilized in any unusual or non-typical conditions including but not limited to chemically contaminated soils or corrosive or degradative atmospheres.

B. BUYER'S OBLIGATIONS

The following obligations of Buyer shall be deemed to be conditions precedent to make a claim under this Limited Warranty.

1. Buyer shall have paid for the SmartPost® (including Boot) in full. If payment in full has not been made for the SmartPost®, this Limited Warranty shall be null and void.
2. Buyer must inspect SmartPost® including the Booted Area prior to installation, to mitigate expense involved in repairing or replacing non-conforming Boots.
3. Any claim on account of an asserted defect in the SmartPost® Boot or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Postsaver® USA within 30 days after discovery of the asserted defect(s) and within the applicable warranty period. Postsaver® USA shall be given reasonable opportunity to investigate all claims (including but not limited to an opportunity to conduct an on-site inspection of the Boot and SmartPost® which Buyer believes does not comply with this Limited Warranty), provided no Boot or SmartPost® shall be returned to Postsaver® USA without Postsaver® USA's approval and receipt by Buyer of written shipping instructions from Postsaver® USA. All transportation and shipping costs to Postsaver® USA shall be the responsibility of Buyer.
4. To be effective, Buyer's notice shall include the following records and information: copy of receipt evidencing purchase and payment by Buyer, identity of the Buyer and location and name of Seller, date of installation and method and type of installation of the SmartPost®, and original third party quality monitoring end tags from both the SmartPost® (if pressure treated) which is the subject of the Buyer's

notice. These records must be duly authenticated, be made in the ordinary course of business, and be made contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of this Limited Warranty.

5. All obligations of and conditions imposed on Buyer under this Limited Warranty shall be deemed material terms of this Limited Warranty and any violation or failure to comply by Buyer shall relieve Postsaver® USA from all obligations hereunder.

C. LIMITATION OF LIABILITY

1. If Postsaver® USA determines that the SmartPost® Boot failed to perform as warranted herein and that Buyer has complied with all of its obligations hereunder, Postsaver® USA will, subject to the limitations listed below, at its sole option, either (a) repair the existing SmartPost® or Boot to which it was applied by any method selected by Postsaver® USA; (b) replace the SmartPost® in kind or (c) refund the Buyer (i) the price paid for the non-conforming SmartPost® ("Sale Price") in full if the warranty claim is made during the first twenty (20) years of this warranty, or (ii) a prorated portion of the Sale Price if the warranty claim is made after the first twenty (20) years of this warranty. During the first year of the prorated period, the prorated refund, if elected by Postsaver® USA, will equal fifty (50) percent of the Sale Price, and thereafter will decrease by five percent (5%) for each subsequent year of the prorated period, until the prorated refund equals five percent (5%) of the Sale Price, at which percentage of the Sale Price the prorated refund shall remain for the balance of the warranty. Postsaver® USA's total liability under this Limited Lifetime Warranty is expressly limited to a prorated portion of the Sale Price of the non-conforming SmartPost®.
2. Except for providing repairs, replacements SmartPost® or refunds in accordance with Paragraph C.1. above and as limited by the other terms and conditions of this Limited Warranty, Postsaver® USA SHALL NOT BE LIABLE FOR ANY OTHER EXPENSES, CLAIMS OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY LABOR OR OTHER INSTALLATION OR PRODUCT REPLACEMENT COST AND/OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

D. EXCLUSIVE WARRANTY:

1. THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

THE BUYER HAS READ, UNDERSTOOD AND, BY PURCHASING THIS PRODUCT, AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.