



**20-YEAR LIMITED WARRANTY CERTIFICATE  
PRESSURE-TREATED WOOD**  
Warranty Certificate Application for Transfer

Certificate No. \_\_\_\_\_

*Hi-bor*® brand lumber and plywood (“*Hi-bor* Lumber”) is produced under special application processes with proprietary chemical products using specialized ingredients and demanding high quality control standards. Osmose, Inc. warrants that, subject to the conditions set forth below and on the back of this warranty certificate, *Hi-bor* Lumber for residential construction will be free from structural damage\* caused by termite infestation and fungal decay for the twenty (20) year period described below when the *Hi-bor* Lumber is treated, handled, processed, and stored in accordance with the requirements of Osmose, Inc. and installed in accordance with the requirements of the Osmose, Inc. *Hi-bor* Warranty Inspection and Warranty Administration Policy Manual (the “Inspection Manual”), the *Hi-bor* Trademark License Agreement, and applicable legal and building requirements and procedures. Osmose, Inc. also warrants that, subject to the conditions described in this warranty, the *Hi-bor* Lumber covered hereby will not lose its protective qualities as a result of perforation or indentations caused by construction or normal use. As used in this warranty, *Hi-bor* Lumber means lumber bearing the *Hi-bor* trademark, pressure treated by a company licensed by Osmose, Inc. to treat wood products for use in residential construction in the State of Hawaii.

This warranty will expire twenty (20) years after the earlier of the date of initial warranty registration or initial installation of the *Hi-bor* Lumber covered hereby and, as described on the back of this warranty certificate, will continue in effect during that warranty period only if the warranty holder obtains a termite inspection at intervals not to exceed three years and takes appropriate prompt remedial action in response to such inspections. This warranty excludes from its coverage damages caused by certain conditions as set forth under “Excluded Damages and Causes - Excluded Conditions” on the back of this warranty certificate.

Limitations of Liability - In the event of a valid claim under this warranty, Osmose, Inc., at its election, will either (i) install, or pay for the cost of installing, replacement lumber of similar design or color, similarly treated for protection against termite infestation or fungal decay, in either case limited to a maximum total value (i.e. the retail value of the replacement lumber and related labor costs) of not greater than Five Thousand Dollars (\$5,000.00), or (ii) refund up to Five Thousand Dollars (\$5,000.00) of the price of replacing the damaged *Hi-bor* Lumber, including related labor costs; provided that in no event shall the aggregate liability of Osmose, Inc. during the life of this warranty exceed Five Thousand Dollars (\$5,000.00) (including the aggregate retail of any replacement lumber and related labor costs).

THIS LIMITED WARRANTY (i) IS ISSUED AND ACCEPTED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY OSMOSE, INC.), AND (ii) EXPRESSLY EXCLUDES LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, AND LIABILITY BASED UPON ANY ALLEGED NEGLIGENCE, BREACH OF ANY DUTY OR ANY OTHER LEGAL THEORY, OTHER THAN THE LIMITED LIABILITY FOR BREACH OF WARRANTY SET FORTH ABOVE.

\_\_\_\_\_  
Name(s) of Owner(s)

\_\_\_\_\_  
Address of Property

\_\_\_\_\_  
City/State/Zip

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONDITIONS AND LIMITATIONS OF THIS LIMITED WARRANTY SET FORTH ABOVE AND ON THE BACK OF THIS WARRANTY CERTIFICATE.

\_\_\_\_\_  
Owner's Signature of Acknowledgment

\_\_\_\_\_  
Date

\*“Structural Damage” is defined as the inability of a given member to perform it’s intended function.

*Hi-bor*® is a registered trademark of Osmose, Inc.

## CONDITIONS

Claims under this warranty shall be honored only if the following conditions are met:

A valid warranty must have been registered with Osmose, Inc. in the name of the original owner by sending the signed yellow copy of this warranty to the address below. Any purported transfer of this warranty shall be valid only if (i) a fully executed Application for Transfer of Warranty is sent to the address below, contemporaneous with the transfer of the home and (ii) the transferor has complied with all of the conditions of this warranty prior to the transfer.

The claimant must be the current owner of the structure with the *Hi-bor*® Lumber:

The *Hi-bor* Lumber must have been installed during the original construction of the structure in compliance with all of the requirements of the Inspection Manual, including, but not limited to the following:

- (1) *Hi-bor* Lumber must be used for all framing and structural wood, including all concealed wood, all foundation wood (if any) including any subflooring and skirting strips, all double-wall framing wood, including sills or plates, studs, blocking, headers, etc., all framing wood used in the roof structure, including without limitation trusses, joists, rafters, roof furring strips, cant strips and roof sheathing or decking, and all wood in contact with concrete or masonry except to the extent otherwise permitted by the Inspection Manual. Only *Hi-bor* Lumber used for these purposes will be covered by this warranty. This warranty does not cover any wood used in the structure other than *Hi-bor* Lumber. Builder must provide Owner with written verification that Builder has complied with the Inspection Manual terms.
- (2) Builder must provide written assurance to Owner that all *Hi-bor* Lumber which is cut, notched, drilled, etc., during construction, and whose thickness is greater than two inches was treated with an approved preservative on all freshly exposed surfaces. Owner must provide such documented assurance at the time of claim submittal.
- (3) A certificate must be made available by Owner in the event of a claim showing that (i) the soil under the structure met all requirements of the applicable local building codes and (ii) was treated by a licensed applicator, with a termiticide approved by the U.S. Environmental Protection Agency for soil treatment, or (iii) an approved antitermite sand was utilized at the time of construction.
- (4) No part of any exterior wall, including stucco, hardboard, etc., shall be within four inches of the final finished soil grade at any time upon completion of the original structure.
- (5) The interior cells of hollow tile when used in foundations or where a portion of the hollow tile is within eight inches of soil must be treated with the same solution used for soil treatment or an approved equivalent and all interior cells must be thoroughly treated before grouting. This treatment must extend from the lowest course below grade up to and including the first beam course above grade. A certificate of treatment must be made available by Owner in the event of a claim.
- (6) Any *Hi-bor* Lumber used on the exterior of the structure (for example, fascia board, siding, etc.) must be protected at all times by an appropriate protective waterproof coating (paint, waterproof sealant, etc.).
- (7) The *Hi-bor* Lumber must be used in the State of Hawaii.

## PERIODIC TERMITE INSPECTION REQUIREMENT

AS A CONDITION TO THE CONTINUING EFFECTIVENESS OF THIS WARRANTY, THE OWNER OF THE STRUCTURE COVERED BY THIS WARRANTY SHALL OBTAIN A TERMITE INSPECTION CONDUCTED BY A LICENSED TERMITE INSPECTOR AT INTERVALS NOT TO EXCEED THREE (3) YEARS. THE OWNER SHALL FORWARD THE INSPECTION REPORT TO OSMOSE, INC. AT THE ADDRESS BELOW NO LATER THAN SIXTY (60) DAYS AFTER THE DATE OF EACH INSPECTION.

In the event that an inspection detects termite infestation or decay but not structural damage\*, the claimant, at his or her expense, must take and document prompt (prompt as used herein shall mean a period of time not to exceed fifteen (15) days after discovery of damage) appropriate remedial action to eradicate such infestation or decay, including, if necessary, soil treatment with an approved termiticide by a licensed applicator.

## WARRANTY CLAIMS PROCEDURE

In the event of structural damage caused by allegedly defective *Hi-bor* Lumber, Osmose, Inc. must be notified and a claim made within thirty (30) days after the date of discovery of any alleged defect. This notification and all claims shall be made in writing by mail to the address below. In the event that Osmose, Inc. finds a claim to be invalid, the claimant shall be required to pay an inspection fee of Two Hundred Dollars (\$200.00) within thirty (30) days of receipt of an invoice, or this warranty shall become null and void.

Prior to any repair to address attenuated damage, the claimant shall allow Osmose, Inc. the right to inspect the affected structure(s) or property and to obtain pictures and samples of the alleged defective lumber. This right to examine includes the right to enter upon the claimant's real property upon reasonable notice. In addition, prior to any repair to address attenuated damage, Osmose, Inc. shall have the right to approve all proposed repairs, and Osmose, Inc. shall have the right but not the obligation to repair any damage itself.

## EXCLUDED DAMAGES AND CAUSES

THIS WARRANTY DOES NOT COVER DAMAGES CAUSED BY:

Improper use or treatment, including use or treatment inconsistent with the Inspection Manual, applicable law and building regulations. Note: *Hi-bor* Lumber at the construction site which has not yet been installed must be properly stored and covered in accordance with the Inspection Manual; or

Faulty construction; or

Mold; or

Conditions which cause the *Hi-bor* Lumber to be within four inches of the ground or exposed to flowing or standing water or accumulated moisture, whether because of improper installation, weather, settling, act of God, structural alterations made after completion of the installation of the *Hi-bor* Lumber, or any other reason; or Natural acts of God including, but not limited to, wind, lightning, hurricanes, tornadoes, hailstorms, volcanic eruption, or earthquakes; or

Exposure to rain or water, including surf or flooding, except for rainfall on installed *Hi-bor* Lumber which is at all times protected by an appropriate waterproof protective coating (paint, waterproof sealant, etc.); or [NOTE: AS A CONDITION TO THE CONTINUING EFFECTIVENESS OF THIS WARRANTY, THE OWNER OF THE STRUCTURE MUST TAKE APPROPRIATE STEPS TO ENSURE THAT ALL *Hi-bor* LUMBER USED ON THE EXTERIOR OF THE STRUCTURE (FOR EXAMPLE, FACIA BOARD, SIDING, ETC.) IS CONTINUOUSLY AND THOROUGHLY PROTECTED BY SUCH A WATERPROOF PROTECTIVE COATING, INCLUDING REAPPLICATIONS OF SUCH A COATING, AS NECESSARY.]

The settlement, distortion, failure, cracking, or movement of the *Hi-bor* Lumber for reasons not connected with the treatment of the *Hi-bor* Lumber; or

Chemical alterations of the *Hi-bor* Lumber as the result of exposure to or contact with chemicals or foreign elements not contemplated in the Inspection Manual.

Osmose, Inc. is not responsible for any damage to *Hi-bor* brand wood products used in commercial or industrial structures, wood foundation systems, wood exposed to salt water, or any cause other than rot, fungal decay, or termite damage. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers, or specialty items that have been milled after treatment.

Osmose, Inc. is not responsible for any application of *Hi-bor* brand wood products other than that specified under the appropriate usage as noted on the ink stamp and/or end tag attached to the piece.

Osmose, Inc. is not responsible for damage to *Hi-bor* brand wood products caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or any other physical property of the wood.

Osmose, Inc. is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged *Hi-bor* brand wood products. Osmose, Inc. is not responsible for corrosion of fasteners, hardware, or any other material(s), or any damage resulting from such an occurrence.

Osmose, Inc. is not responsible for delamination of *Hi-bor* brand plywood or other laminated wood products.

Osmose, Inc. is not responsible for mold growth on *Hi-bor* products.

Osmose, Inc. reserves the right to make changes or improvements in its product(s) without incurring any obligation to similarly alter product previously purchased.

THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR:

Damage to contents of the dwelling.

Damage by fungi or termites to wood other than *Hi-bor* Lumber or to *Hi-bor* Lumber subjected to increased risk of such damage by exposure thereto not normally to be anticipated, or resulting from fire or any similar cause or casualty.

THIS WARRANTY DOES NOT COVER EXTERIOR DECKS.

## TRANSFER OF WARRANTY

**Limited Transferability** - This warranty is personal. It must be registered in the name of the owner within twenty (20) days after completion of the job, construction of the home, or recordation of ownership, whichever is latest. This warranty commences on the earlier of the date of initial warranty registration or thirty (30) days after initial installation of the *Hi-bor* Lumber and expires twenty (20) years after the date of such registration or installation, as applicable. This warranty may be transferred from the homeowner in whose name the warranty is registered to his successor(s) within thirty (30) days after close of escrow or transfer of the subject property upon payment of a One Hundred Dollar (\$100) document transfer fee and completion and execution by the transferor and transferee of an Application for Transfer of Warranty (see blue form attached to this warranty certificate). The fully executed Application for Transfer of Warranty and the One Hundred Dollar (\$100) document transfer fee should be forwarded to Osmose, Inc. at the address set forth below. All Applications for Transfer of Warranty are subject to Osmose, Inc. confirmation that the transferor has complied with the applicable conditions of this warranty, including the periodic (3-year) termite inspections and the taking of appropriate prompt remedial action in response thereto as set forth above.

All inquiries, warranty claims, termite inspection reports and Applications for Transfer of Warranty relating to this warranty should be sent to Osmose, Inc. at the following address:

**Osmose, Inc.**  
**c/o Structural Pest Control, Inc.**  
**99-1191 Iwaena Street**  
**Aiea, Hawaii 96701**

**APPLICATION FOR TRANSFER OF WARRANTY**

The undersigned registered holder of the following *Hi-bor*® Pressure Treated Wood Twenty (20) Year Limited Warranty (“Warranty”) hereby requests Osmose, Inc. to transfer the Warranty to the transferee identified below. By signing this application, the undersigned transferee, under penalty or perjury, hereby represents and warrants to Osmose, Inc. that he/she has complied with all of the applicable conditions of the Warranty, as set forth on the back of the Warranty Certificate, including, without limitation, the required periodic (every three years) termite inspections, the taking of appropriate prompt remedial action in response thereto and the mailing of copies of such termite inspections to Osmose, Inc. at the address set forth in the Warranty Certificate.

**Transferor (Current Holder of Warranty):** \_\_\_\_\_

**Warranty Certificate No:** \_\_\_\_\_

X \_\_\_\_\_ (Signature of Transferor) \_\_\_\_\_ (Date)

**Address of Residence covered by Warranty:**  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Transferee:**  
\_\_\_\_\_  
(Print Name)

By signing this Application for Transfer of Warranty, the undersigned transferee hereby represents that he/she read the conditions and limitations of the Warranty set forth on the face and back of the Warranty Certificate, including without limitation the requirement for periodic termite inspections and the taking of appropriate prompt remedial action in response thereto.

X \_\_\_\_\_ (Signature of Transferee) \_\_\_\_\_ (Date)

**THIS APPLICATION FOR TRANSFER SHOULD BE MAILED TO:**

**Osmose, Inc.  
c/o Structural Pest Control, Inc.  
99-1191 Iwaena Street  
Aiea, Hawaii 96701**

**ACCOMPANIED BY A CHECK IN THE AMOUNT OF ONE HUNDRED DOLLARS (\$100)  
(TO COVER THE DOCUMENT TRANSFER FEE)  
MADE PAYABLE TO: OSMOSE, INC.**