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

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

* “Structural Damage” is defined as the inability of a given member to perform its intended function.
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 transferee 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 guttering strips, all double-wall framing wood, including all planks, studs, blocking, headers, etc., all framing wood used in the roof structure, including without limitation trusses, floor ledger, fascia board, backer board, 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. 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.
   2180 Koeppel Avenue
   Aiea, Hawaii 96701

3. A certificate must be made available by Owner to the transferee of this warranty that statements (i) to (v) of this warranty are true. The fully executed Application for Transfer of Warranty and the One Hundred Dollar ($100) document transfer fee is due and must be paid before transfer of property will be allowed. 

   (1) The claimant must have received a warranty card, certificate, or similar document四肢 claiming that the structure has been protected from decay with Hi-bor Lumber.
   (2) The claimant must have received a warranty card, certificate, or similar document四肢 claiming that the structure has been protected from decay with Hi-bor Lumber.
   (3) The claimant must have received a warranty card, certificate, or similar document四肢 claiming that the structure has been protected from decay with Hi-bor Lumber.
   (4) The claimant must have received a warranty card, certificate, or similar document四肢 claiming that the structure has been protected from decay with Hi-bor Lumber.

   (5) The owner must have been in possession of the structure for thirty (30) days after the date of such registration or installation, as applicable. This warranty may be transferred 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 is personal. It must be registered in the name of the owner within twenty (20) days after completion of the job, construction or installation of the structure. This warranty does not cover cost of labor and materials charged to repair any damage itself.

4. 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 of the Hi-bor Lumber. This right to inspect 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 affect 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 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 REAPPLICATION AND/or FUMIGATION AS NECESSARY.] The settlement, distortion, failure, cracking, or movement of the Hi-bor Lumber for reasons not connected with the construction 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 soil or water, or any other reason; or

Osmose, Inc. is not responsible for any 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 any damage to Hi-bor brand wood products, 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 or installation of the house, 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 transferee of an Application for Transfer of Warranty (see below) in accordance with this warranty. 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 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

Osmose, Inc. reserves the right to change the notice address in Osmose's reasonable discretion provided appropriate notice is provided to potential claimants.

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* Structural Damage is defined as the inability of a given member to perform its intended function.
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 of 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.