

Warranty

1. Life-Time Limited Warranty. Transferable to qualified successor(s).

WoodSmart Solutions, Inc. (WoodSmart), warrants the interior wood component(s) (Certified Components), which have been treated in accordance with WoodSmart's written specifications for the Perfect Barrier System(TM) two product DOT Wood Preservative and Infusion Film process (Perfect Barrier System) specifications. The Certified Component(s) are warranted against contamination or structural damage caused by mold growth on the deposited film. Rot fungi or fungus or wood destroying insects (including subterranean or Formosan termites) or carpenter ants, due to the failure of Perfect Barrier System while owned by the original owner-occupant of the residential covered structure and for 10 years by any qualifying successor owner/occupant within the immediate 30 year period from date of original owner/occupant (Warranty Period). This Lifetime Limited Warranty applies only to Certified Perfect Barrier System treated wood component(s) (BluWood) incorporated into residential covered construction or Certified Perfect Barrier System treated wood component(s) (BluWood) specifically approved in writing by WoodSmart in writing for incorporation into a non-residential structure (Covered Structure). WoodSmart further warrants that at the time of installation, the Certified BluWood Component(s) have been treated with Perfect Barriers Two Product System, DOT Wood Preservative and Infusion Film process for protection of the Certified Perfect Barrier System treated wood component(s) (BluWood) from infestation and structural damage due to fungus and wood destroying insects (including subterranean termite or Formosan termites) or carpenter ants or mold growth on the deposited film. Structural damage shall be defined as damage to the material(s), which renders it incapable of performing its intended function.

Subject to the Warranty Exclusions and Limitations of Liability set forth below, WoodSmart will repair, retreat, or replace, at no cost to the original owner occupant and any qualifying successor(s), any above ground interior Certified Component(s) that becomes structurally unsound or unfit for its intended function or purpose, during the Warranty Period, solely as a result of infestation or structural damage by mold growth on the deposited film or fungus or wood destroying insects (including subterranean and Formosan termites), or carpenter ants, due to the failure of the certified Perfect Barrier System treatment. The Warranty Period begins on the date that a certificate of occupancy has been issued for the covered structure or upon occupancy by the original residential owner/occupant, whichever later occurs. In the event more than 90 days have elapsed from the issuance of the certificate of occupancy and occupancy by the original residential owner/occupant, proof must be furnished to WoodSmart that the interior structure has been properly maintained and protected from the weather. This lifetime Limited Warranty is transferable to the qualified successor(s) in interest of the original owner-occupant upon the qualified successor(s) re-registering the Lifetime Limited Warranty in his/her name with WoodSmart at www.PerfectBarrier.com and making payment of the required Warranty Registration Administration fee by the qualifies successor(s) of \$300.00 to WoodSmart Solutions, Inc., 3500 N.W. Boca Raton Blvd. Suite 701-702, Boca Raton, FL 33431.

2. Warranty Exclusions

This Lifetime Limited and Qualified Successor(s) Warranty(s) does not cover, and specifically excludes, any loss or damage to any Certified Perfect Barrier System treated wood component(s) (BluWood) that has been caused in whole or in part by:

ö The inherent and natural characteristics of some types of wood to split, warp, buckle, bow, collapse, twist or deform

ö Any application or use of a Certified Perfect Barrier System treated wood component(s) (BluWood) for which it was not intended

ö Improper installation of any Certified Perfect Barrier System treated wood component(s) (BluWood) or installation of such component in violation of any applicable law, rule, ordinance or code

- ö Negligent or improper construction of the Covered Structure
- ö Improper design of, or improperly manufactured Certified Component(s)
- ö Application of Perfect Barrier two product wood treatment. The DOT Wood Preservative or Infusion Film process to Certified Perfect Barrier System treated wood component(s) (BluWood) in any other manner other than in strict conformity with WoodSmart's written specification and quality control program.
- ö Normal wear and tear, physical abuse or neglect of a Certified BluWood Component(s)
- ö Wind, fire, lightening, ground subsidence or settlement, earthquake, flood, hail and/or snow
- ö Acts of God
- ö Criminal activity, civil insurrection, riot, terrorism, or war
- ö Acts of government authorities or agencies
- ö Improper installation of, defects in, or failure of any other building materials used in the Covered Structure
- ö Use or application of Perfect Barrier two product wood treatment system - DOT Wood Preservative and Infusion Film process in a manner other than what the product was intended, including, without limitation, application of Perfect Barrier Systems - DOT Wood Preservative or Infusion Film to unauthorized or unapproved by WoodSmart or inappropriate building or other materials.
- ö Vermin and wood destroying animals
- ö Any other chemical or biological factors or conditions
- ö This Lifetime Limited Warranty shall become immediately void and no effect, and shall not be reinstated if a Covered Structure is abandoned, not properly maintained or protected from the weather by the original residential owner/occupant or qualified successor(s) in interest for a period exceeding ninety (90) days
- ö Certified Perfect Barrier System treated wood component(s) (BluWood) not installed in compliance with all applicable building codes, nor does it cover design, application or construction of the Covered Structure, in which the Certified Perfect Barrier System treated wood component(s) (BluWood) have been installed or workmanship of the Certified Perfect Barrier System treated wood component(s) (BluWood) installed
- ö Insect "grazing" damage that does not affect the structural integrity of the Certified Perfect Barrier System treated wood component(s) (BluWood)
- ö Damage resulting from an owner's failure to comply with the inspection and maintenance requirements set out in this Lifetime Limited Warranty
- ö Product not installed in compliance with all applicable building codes, or requirements set forth in the Residential Covered Structure Lifetime Limited Warranty.

3. Inspection and Maintenance/ Installation

To maintain the warranty against insect infestation, complete soil treatment with an EPA approved termiticide must be performed prior to construction by a certified pest control operator licensed to perform such work in the state in which the property is located. Soil treatments must meet state and local building code requirements for treatment applications. Soil treatments must cover foundation, around postholes, under floors of slab construction and around the perimeter of slabs and foundation. The owner shall obtain a Subterranean Termite Re-treatment Agreement and Pest Control Bond from a

reputable pest control company effective throughout the term of this Lifetime Warranty and requiring re-treatment and repair of any structural damage by the pest control company. The owner shall claim against such bond before making a claim against WoodSmart. WoodSmart's liability shall be for damage in excess of that covered by such bond.

To maintain this warranty against all covered events, a properly licensed contractor must complete product(s) installation and remedial work promptly.

To maintain this warranty against all covered events, the covered structure must be inspected at least once a year by a duly licensed and certified pest control operator. Additional treatments will be promptly conducted as necessary based on the results of the inspections.

The Covered Structure in which the Certified Perfect Barrier System treated wood component(s) (BluWood) are installed must be in compliance with all applicable building codes.

The Certified Perfect Barrier System treated wood component(s) (BluWood) cannot be used in an exterior exposure or in an interior space that creates an exterior environment. Direct contact with the ground or in any application, which allows for the accumulation of free water of a repetitive wetting condition at any time during the Warranty Period, shall render this Limited Lifetime Warranty void.

4. WoodSmart's Maximum Liability or Obligation

WoodSmart's sole obligation and liability is limited to the actual cost of re-treatment, removal, repair or replacement of the affected Certified Perfect Barrier System treated wood component(s) (BluWood) where WoodSmart has acknowledged, in writing, or the owner has demonstrated the certified Perfect Barrier two product wood component (BluWood) treatment system - DOT Wood Preservative and Infusion Film has failed because of infestation or has become structurally unsound due to mold growth on the deposited film or fungus or wood destroying insects (including subterranean or Formosan termites) or carpenter ants to the extent that the Perfect Barrier System treated wood component(s) (BluWood) are structurally damaged or unfit for its intended purpose due to the failure of Perfect Barrier System wood component treatment. WoodSmart reserves the right to cure and have remedial work performed and to have affected Perfect Barrier System treated wood component(s) (BluWood) certified free of mold growth on the deposited film or infestation by fungus or wood destroying insects (including subterranean or Formosan termites) or carpenter ants.

5. Exclusion of Implied Warranties

Limitation of Liability: This warranty is the only warranty applicable to the certified installed components. This limited warranty is in lieu of all other warranties, and no other warranties otherwise including, without limitation, those arising from the course of dealing or usage of trade or advertising, shall be binding on or obligate WoodSmart, except where such warranties arise under applicable consumer product warranty laws. In that event, the warranty is limited to such shorter periods permitted or required by the prevailing applicable law. Any implied warranties applicable to the Perfect Barrier System treated wood component(s) (BluWood) - DOT Wood Preservative and Infusion Film process, including warranties of merchantability and fitness for a particular purpose are disclaimed and excluded to the fullest extent allowed by law. In no event will WoodSmart be liable for any incidental, special, indirect, multiple, punitive, or consequential damages or effects resulting from any defect in the Perfect Barrier System treated wood component(s) (BluWood) - DOT Wood Preservative and Infusion Film process, including, without limitation, loss of use, lost profits, diminution in value, or lost income, even if WoodSmart has been advised of the possibility of such damages or losses, or loss or damage to any non Perfect Barrier System treated wood component(s) (BluWood) even if such loss or damage is caused by Perfect Barrier System treated wood component(s) (BluWood).

6. Claim Procedure Notification

To make a claim under this Lifetime Limited Warranty, the owner of the Covered Structure must notify the building contractor of the residential covered structure and WoodSmart in writing within thirty (30) days of the actual notice of mold growth on the deposited film or fungus or wood destroying insect damage or infestation (including subterranean or Formosan termites) or carpenter ants to the Certified Perfect Barrier System treated wood component(s) (BluWood). Such notice must be sent by certified mail, return receipt requested, and must include the following information: date of discovery of mold growth on the deposited film or damage or infestation fungus or wood destroying insects (including subterranean or Formosan termites) or carpenter ants, a description of the covered structure and Certified Perfect Barrier System treated wood component(s) (BluWood) for which claim is being made, together with proof of Perfect Barrier System treated wood component(s) (BluWood) - DOT Wood Preservative and infusion film process treatment of the Installed Certified Perfect Barrier System treated wood component(s) (BluWood) in question; photo(s) of damaged area and/or Certified Perfect Barrier System treated wood component(s) (BluWood) supplier(s) and building owners telephone number must be sent to the following address(s):

(1) Building contractor of the residential covered structure.

(2) WoodSmart Solution, Inc., 3500 N.W. Boca Raton Blvd., Suite 701 & 702, Boca Raton, FL, 33431. Building contractor of the residential covered structure and/or WoodSmart shall have thirty (30) days to accept or reject the claim in writing. The owner shall, upon request of building contractor of covered structure and/or WoodSmart or either of their authorized representative(s), to inspect and photograph the affected areas of the Covered Structure, and to take samples and conduct non-destructive testing as often as building contractor of covered structure and/or WoodSmart deems reasonably necessary to process the claim.

7. Binding Arbitration

Any controversy or claim arising out of or relating to this Lifetime 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 court having jurisdiction thereof. There shall be no class arbitration. Arbitration shall be exclusively in Boca Raton, Florida. 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 Lifetime Limited Warranty shall be governed exclusively by the law of the State of Florida without regard for the state's choice of law or conflicts of law's rules.

8. Original Residential Owner/Occupant Lifetime Limited Warranty Registration:

Application is required to be completed and submitted to WoodSmart by either the building contractor of the residential covered structure or by their appointed authorized representative. The warranty registration application can either be completed on-line at www.perfectbarrier.com or by completing and mailing to WoodSmart Solutions, Inc., 3500 NW Boca Raton Blvd., Suite 701-702, Boca Raton FL 33431. Upon acceptance by WoodSmart the building contractor of the residential covered structure will be supplied by WoodSmart, either on-line or by mail;

(1) A Warranty Registration confirmation number(s)

(2) original copy of Residential Covered Structure Lifetime Limited Warranty

(3) copy of completed warranty application as provided to WoodSmart by either the building contractor of the residential covered structure or their authorized representative.

9. Qualified Successor(s) New Owner Occupant Lifetime Limited Registration Requirements:

A registration application and administration fee is required to be completed by all successor(s) new owner occupants and written confirmation and acceptance supplied by WoodSmart to the successor(s) new owner occupants for the warranty to become effective on the behalf of the successor(s) new owner occupants.

Warranty Registration and Administration fee can be processed by going to www.PerfectBarrier.com or by forwarding completed lifetime limited warranty registration application and administration fee to WoodSmart Solutions, Inc., 3500 NW Boca Raton Blvd., Suite 701-702, Boca Raton, FL 33431.