

## **Exhibit A**

### **Hoover Treated Wood Products Column Limited Lifetime Warranty**

Original consumer purchasers of "Prime Columns" treated by Hoover Treated Wood Products with micronized copper azole who are "first-owners" (as defined below) are eligible for a non-transferable residential lifetime limited warranty. Subject to the terms and conditions of this warranty, Hoover Treated Wood Products ("Hoover Treated Wood") will either (in its sole discretion) replace or refund the original purchase price for those Hoover treated "Prime Columns" that "structurally fail" in service due to rot, fungal decay or termite attack during the ownership period of the "first-owner". For purposes of this warranty, structural failure is defined as the inability of a given member to perform its intended function due to rot, fungal decay, or termite attack. This warranty is valid only in the continental United States.

#### **"FIRST-OWNER" COVERAGE**

To qualify for the non-transferable residential Hoover Column Lifetime Limited Warranty, you must be the owner-of-record of the real property at the time the Hoover treated "Prime Columns" are installed (the "first-owner") on the real property. Or, if the warranted column was installed by a builder or contractor that owned the real property for resale to residential consumers ("builder-contractor-owner"), "first-owner" means the owner-of-record first acquiring the real property from the builder-contractor-owner. The Hoover treated column warranty is applicable only to eligible "first-owners" and is not transferable from the first-owner to subsequent owners of the property.

#### **TO IDENTIFY A HOOVER TREATED COLUMN**

It's easy to identify warranted Hoover treated "Prime Columns". The columns will be filled with foam blocks and the column ends will have a cranberry color wax emulsion on it. If the columns are filled with foam blocks and the bottom is covered with a cranberry wax emulsion, it is a warranted column subject to the terms and conditions of this warranty. Make sure you receive and retain the Prime Column brand proof-of-purchase labels for each Hoover treated "Prime Column" as well as the original purchase invoice from your dealer or contractor. In the event of a claim, it will be necessary to present this documentation for all column(s) for which you are making a claim.

#### **WHAT THE WARRANTY COVERS**

The Hoover Column Limited Lifetime Warranty covers Hoover treated "Prime Columns" only from the date of purchase by the first-owner against structural failure caused by rot, fungal decay or termites. The terms, "rot" and "fungal decay," as used in this warranty mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the "weathering" of wood. "Delamination", "Joint Separation" and

"Weathering" of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Hoover Treated Wood under the terms of this warranty is, at Hoover's discretion, limited to replacement of or refund of the original purchase price for structurally failed Hoover columns. This warranty extends only to Hoover columns treated with micronized copper azole (treated to 0.15 pcf retention levels) used in residential applications allowed by this warranty.

#### WARRANTY EXCLUSIONS\*

- Hoover Treated Wood is not responsible for any damage to columns (delete) used in commercial, industrial, or agricultural structures, that have been exposed to salt water or resulting in structural failure arising from any cause other than rot, fungal decay or termite damage.

- Hoover Treated Wood is not responsible for any damage to Hoover columns resulting from any application of Hoover columns other than that specified as an appropriate usage as noted on the packaging material attached to the column.

- Hoover Treated Wood is not responsible for damage to Hoover columns 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.

- Hoover Treated Wood is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement Hoover column(s).

- Hoover Treated Wood is not responsible for other manufacturing defects (including, without limitation, delamination, or joint separation) Hoover columns, and this is not a warranty of general structural integrity.

- Hoover Treated Wood is not responsible for corrosion of fasteners, hardware or any other material(s) or any damage resulting from such an occurrence.

- Hoover Treated Wood is not responsible for mold growth on Hoover columns.

- Hoover Treated Wood is not responsible for rot, fungal decay or termite damage if the Hoover columns are in contact with the ground.

\*(These exclusions are in addition to those otherwise set forth in this warranty.)

#### HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the Hoover column purchase receipt(s) from your lumber dealer or contractor/builder to:

HOOVER TREATED WOOD PRODUCTS  
154 Wire Road  
Thomson, GA 30824

Hoover Treated Wood will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation and provided that there is

coverage under the terms and conditions of this warranty, make arrangements to exchange the damaged column(s) for the new Hoover treated "Prime Columns" or refund the original purchase price. Hoover Treated Wood reserves the right to have a representative inspect each column that is claimed to have structurally failed prior to its removal from service. NOTE: The obligation of Hoover Treated Wood under the terms of this Warranty is limited to replacement or refund of the purchase price of columns that have structurally failed due to rot, fungal decay or termite attack only. This is the warranty is given by Hoover Treated Wood Products only and no other person or entity.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, HOOVER TREATED WOOD DISCLAIMS AND MAKES NO OTHER CONDITIONS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, HOOVER TREATED WOOD SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES RELATED TO OR ARISING FROM THIS WARRANTY OR THE COLUMN(S). NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION, OR CREATE ADDITIONAL IMPLIED WARRANTIES.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This warranty is valid only in the continental United States.