



**30-YEAR AGRICULTURAL LIMITED WARRANTY ("LIMITED WARRANTY")**

The MicroPro Timber TOUGH brand wood product must be registered within 90 days of purchase to activate the 30-Year Limited Warranty protection. Register at [www.microprotimbertough.com](http://www.microprotimbertough.com)

**WHAT IS COVERED**

This Limited Warranty is for solid wood product pressure treated with MicroPro® brand micronized copper azole compounds sold or labeled as MicroPro Timber TOUGH™ brand wood product or as covered by this Limited Warranty ("MicroPro Timber TOUGH brand wood product"). Subject to the terms and conditions of this Limited Warranty, Timber Specialties Limited ("Timber Specialties") will, in Timber Specialties' sole discretion, provide original consumer purchasers or "first-owners" of MicroPro Timber TOUGH brand wood product that "structurally fails" either replacement MicroPro Timber TOUGH brand wood product for the MicroPro Timber TOUGH brand wood product that "structurally fails" or a refund of the monetary equivalent of the MicroPro Timber TOUGH brand wood product that "structurally fails" up to the original purchase price for 30 years from the date of purchase, based on the pro-rata schedule denoted in the table below.

Time expired since purchase	Pro-rata compensation due for validated claim
0 - 10 years of service	100% of original purchase price
11 - 20 years of service	50% of original purchase price
21 - 30 years of service	25% of original purchase price

This Limited Warranty is not transferable from an original consumer purchaser or "first-owner" to any subsequent consumer or owner, tenant, or successor of the real property on which MicroPro Timber TOUGH brand wood product is installed.

"First-owners" means:

- the owner-of-record of the real property on which MicroPro Timber TOUGH brand wood product was installed at the time the MicroPro Timber TOUGH brand wood product was installed; or,
- if the MicroPro Timber TOUGH brand wood product was installed by a builder-contractor-owner in connection with new construction on real property owned by such builder-contractor-owner, the first owner-of-record that acquires such real property from the builder-contractor-owner.

"Structurally fails" means the inability of MicroPro Timber TOUGH brand wood product to perform its intended function due to fungal decay or termite attack. "Fungal decay" means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, and/or fungi associated with the appearance or "weathering" of wood. "Weathering" of wood is not fungal decay of any type.

**TO IDENTIFY A MICROPRO TIMBER TOUGH™ BRAND WOOD PRODUCT, LOOK FOR THE INK STAMP**

To identify MicroPro Timber TOUGH brand wood product, look for the ink stamp located on each piece of MicroPro Timber TOUGH brand wood product. Make sure you take photo(s) of the ink stamp on the MicroPro Timber TOUGH brand wood product, as well as retain the original purchase receipt(s) from your lumber dealer or contractor/builder. Photo(s) and the original purchase receipt(s) are required to register for your 30-Year Limited Warranty protection at [www.microprotimbertough.com](http://www.microprotimbertough.com).



## **WARRANTY CONDITIONS**

This Limited Warranty applies only if each of the following conditions are met:

- MicroPro Timber TOUGH brand wood product must be used only in agricultural applications (including agricultural or farm structural building posts and poles) and as specified on the ink stamp on the MicroPro Timber TOUGH brand wood product; provided, however, that MicroPro Timber TOUGH brand wood product may be used in residential applications where treated wood is required by municipal/provincial building codes.
- MicroPro Timber TOUGH brand wood product must be used in accordance with municipal, provincial and federal building codes, as applicable.
- MicroPro Timber TOUGH brand wood product must be registered within 90 days of purchase to activate the 30-Year Limited Warranty protection at [www.microprotimbertough.com](http://www.microprotimbertough.com).
- MicroPro Timber TOUGH brand wood product must be treated to a “Ground Contact” standard of UC4.1 (3.3 kg/m<sup>3</sup>).<sup>1</sup>
- MicroPro Timber TOUGH brand wood product must be treated with MicroPro® brand micronized copper azole compounds by a licensed treating facility in accordance with the Timber Specialties MicroPro Standard.
- MicroPro Timber TOUGH brand wood product can be used in either “Above Ground” or “Ground Contact” applications, subject to the following:  
MicroPro Timber TOUGH brand wood product can be used in “Above Ground” applications. “Above Ground” applications are deemed to be above ground uses of MicroPro Timber TOUGH brand wood product where the MicroPro Timber TOUGH brand wood product is not in contact with the soil/ground or placed on or over the soil/ground.  
MicroPro Timber TOUGH brand wood product treated to UC4.1 (as defined above) used in “Ground Contact” applications must be used in low decay hazard and non-critical use applications.<sup>2</sup> “Ground Contact” applications are deemed to be ground contact uses where MicroPro Timber TOUGH brand wood product is used in contact with the ground or fresh water.  
Examples of “Ground Contact” use applications include, but are not limited to, fence posts, deck posts, railing posts, structural timbers, and agricultural farm or structural building posts and poles (sawn on four sides) located in regions of low natural potential for wood decay and insect attack. MicroPro Timber TOUGH brand wood product must NOT be used in high decay hazard conditions such as UC4.2 applications.
- A brush-on copper naphthenate end-cut wood preservative is required at the time of construction on all saw cuts, drill holes and other field cuts on the MicroPro Timber TOUGH brand wood product. Two applications of a copper naphthenate end-cut wood preservative must be applied to cuts in the pressure treated wood before it is installed. Proof of purchase is required to demonstrate that the copper naphthenate end-cut wood preservative was purchased before the completion of the project in which the MicroPro Timber TOUGH brand wood product was used.

## **WARRANTY EXCLUSIONS**

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, and wood exposed to salt water or brackish water.
- The structural failure of MicroPro Timber TOUGH brand wood product used where there is a high decay hazard.<sup>2</sup>
- The structural failure of MicroPro Timber TOUGH brand wood product used in a “Ground Contact” application that is a critical use application.<sup>3</sup>
- The structural failure of MicroPro Timber TOUGH brand wood product used for pole barn construction in a “Ground Contact” application that is considered a UC4.2 application.
- The structural failure of projects or structures containing any MicroPro Timber TOUGH brand wood product where some or all of the MicroPro Timber TOUGH brand wood product has been used in contact with untreated or treated material that has been used in an improper application, or in contact with any older construction with any evidence of decay.
- The structural failure of MicroPro Timber TOUGH brand wood product where the MicroPro Timber TOUGH brand wood product has been sawn lengthwise (ripped) or surfaced (sanded/planed/ etc.).
- The structural failure of MicroPro Timber TOUGH brand wood product caused by the “weathering” of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate MicroPro Timber TOUGH brand wood product, or structural failure resulting from such an occurrence.
- The delamination of MicroPro Timber TOUGH brand wood product including plywood and other laminated wood products.
- Mold, mildew, or fungal growth on MicroPro Timber TOUGH brand wood product that is aesthetic.
- Damage to MicroPro Timber TOUGH brand wood product other than structural failure.

<sup>1</sup> UC refers to the Use Category system as defined in the CAN/CSA O80 Series Wood Preservation standard and the National Building Code of Canada

<sup>2</sup> In accordance with CAN/CSA O80 Series Wood Preservation standard

<sup>3</sup> In accordance with Pest Management Regulatory Agency (PMRA) Timber Specialties Limited MicroPro 200C-TS Wood Preservative Concentrate label

## **HOW TO MAKE CLAIMS**

To make a claim under this Limited Warranty, within thirty (30) days of discovery of a defect, send photograph(s) and a description of the structural failure along with the MicroPro Timber TOUGH brand wood product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, Timber Specialties requires an itemized list of MicroPro Timber TOUGH brand wood product that structurally fails. Send this information to:

Timber Specialties Limited Attn: Consumer Affairs  
P. O. Box 520, 35 Crawford Crescent, Campbellville ON L0P 1B0

Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, Timber Specialties will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, and in Timber Specialties' sole discretion, make available to you replacement MicroPro Timber TOUGH brand wood product in exchange for MicroPro Timber TOUGH brand wood product that structurally failed or refund the monetary equivalent of such MicroPro Timber TOUGH brand wood product, up to the original purchase price based on the pro-rata schedule denoted in the table above. Timber Specialties reserves the right to have a representative inspect all MicroPro Timber TOUGH brand wood product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in-service conditions were modified or changed prior to inspection, or that the requirements of this Limited Warranty are not met, Timber Specialties shall have no obligation under this Limited Warranty.

## **LIMITATIONS OF REMEDIES AVAILABLE**

By purchase, acceptance, receipt, or use of MicroPro Timber TOUGH brand wood product, the original consumer purchaser or first-owner of MicroPro Timber TOUGH brand wood product accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

Timber Specialties' only obligation under this Limited Warranty is to, in Timber Specialties' sole discretion, provide replacement MicroPro Timber TOUGH brand wood product (MicroPro Timber TOUGH brand wood product only) for the MicroPro Timber TOUGH brand wood product that structurally failed or to refund the monetary equivalent of such MicroPro Timber TOUGH brand wood product, up to the original purchase price based on the pro-rata schedule denoted in the table above. This Limited Warranty is your sole and exclusive remedy and is in lieu of all other warranties, representations, guarantees or conditions, whether expressed or implied. Timber Specialties is not responsible for any costs associated with removal or disposal of any MicroPro Timber TOUGH brand wood product or delivery or installation of the replacement MicroPro Timber TOUGH brand wood product.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TIMBER SPECIALTIES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL TIMBER SPECIALTIES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, EVEN IF TIMBER SPECIALTIES KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Some provinces, states or other jurisdictions do not allow limitations on the length of implied warranties or conditions, or do not allow the exclusion or limitation of certain types of damages, or the exclusion or limitation of liability for death or personal injury caused by that party's negligence. If that is true of the first-owner's province, state or jurisdiction, the above limitations or exclusions shall not apply except to the maximum extent permitted by such applicable law. You have specific rights under this Limited Warranty. However, you may also have other rights which vary from jurisdiction to jurisdiction and nothing in this Limited Warranty will apply to reduce or eliminate any of your mandatory, statutory rights.

The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this Limited Warranty or in connection with the MicroPro Timber TOUGH brand wood product must be brought in the parties' individual capacity.

Timber Specialties' failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this Limited Warranty shall not be construed to be a waiver of such provisions. This Limited Warranty constitutes the complete and exclusive agreement between you and Timber Specialties with respect to the subject matter contained in this Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by Timber Specialties or its agents that differ in any manner from the terms of this Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of Timber Specialties.

Invalidity or unenforceability of any provision of this Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

This Limited Warranty is valid only for MicroPro Timber TOUGH brand wood product produced and used in Ontario on or after September 2022.

© 2022 Actual product colour may vary from colour shown in photos.

MicroPro Timber TOUGH treated wood products are produced by independently owned and operated wood preserving facilities.

MicroPro is a registered trademark of Koppers Performance Chemicals Inc. Koppers Performance Chemicals Inc. owns a pending trademark application for MicroPro Timber TOUGH.