

ROSBORO

Treated Glulam Beams and Columns

Limited Warranty

Rosboro, LLC (“Rosboro”) grants this limited warranty to the original residential purchaser of its Rosboro Treated Glulam™ posts and laminated beams (collectively “Products”), subject to the terms and conditions below, for a period of 25 years from delivery. Rosboro warrants that the Products will conform to specifications, be free from defects in materials and workmanship, and not fail due to rot, fungal decay, or termite damage, provided that the Products are installed, finished and maintained in accordance with Rosboro’s published specifications and in accordance with accepted engineering standards.

Terms and Remedy

To make a claim, the claimant must submit proof that the claim concerns Rosboro Treated Glulam™ posts and laminated beams. Provided that it is given prompt notice of a claim of breach of warranty and a reasonable opportunity to inspect the Products, if Rosboro determines that Products were nonconforming it will, at its option, either replace any defective Products by shipping replacement Products to the claimant freight prepaid, or refund the purchase price of such Products. Rosboro may require that Products to be replaced, or a sample thereof, be shipped to it for inspection and evaluation, freight prepaid. This warranty does not cover the costs of installation, removal of defective Products or reinstallation of replacement Products.

Exclusions

Rosboro’s warranty does not cover, and Rosboro is not responsible for, defects or damage resulting from: (1) misuse or improper installation or application, including without limitation failure to properly field-treat products after field fabrication, failure to use appropriate fasteners, or subjecting Products to constant contact with standing water; (2) changes due to natural “weathering,” such as color/hue variances and changes, twisting, splitting, warping, shrinking, and/or swelling; (3) changes in appearance from stains, mold, mildew, chemicals, fertilizers, mechanical abuse, variant levels of UV radiation, moisture or other environmental factors unique to the Products’ use or geographical location, including fading of original color or differences between the shades of individual boards; (4) exposure to or immersion in salt water; (5) use of Products as utility poles or cross arms; (6) use in foundation systems, ; (7) use in direct contact with caustic chemicals such as fertilizers; (8) failure to follow standardized industry guidelines concerning use of treated wood members, including specifications relating to spans and loading; and (9) any other abuse or misuse of the Products.

Disclaimer

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED, THE REMEDY SET FORTH ABOVE IS BUYER’S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE QUALITY OR CONDITION OF PRODUCTS, AND ROSBORO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ROSBORO BE LIABLE, BASED ON ANY THEORY, WHETHER CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT INCLUDING WITHOUT LIMITATION LOST PROFITS, DOWN TIME, LOSS OF USE, BUSINESS INTERRUPTION, LABOR COSTS, INVESTIGATION COSTS, OR DAMAGE TO REAL OR PERSONAL PROPERTY.

Claim Procedure

To make a claim under this warranty, Buyer must submit a written claim with proof of purchase to: Rosboro LLC, 2509 Main Street, Springfield, OR 97477, Telephone: (541) 746-8411, Fax: (541) 726-8919, email info@rosboro.com; for information on products call the Sales Office toll free: (888) 393-2304; Toll-Free Technical Service: (877) 457-4139.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states also do not allow the exclusion or limitation of incidental or consequential damages, so the limitations and exclusions may not apply to you.