

HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST LIFETIME LIMITED WARRANTY

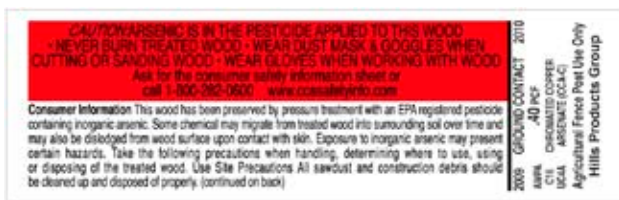
Hills Products Group and Osmose® extend this warranty to “Original consumer purchasers” or “first-owners” of specific Hills Products Group brand wood post products are eligible for a LIFETIME LIMITED WARRANTY. Under the terms of this warranty, Hills Products Group (Hills Products Group) will replace any of its labeled or stamped Hills Products Group CCA Treated Agricultural Fence Posts brand wood products as listed under “WHAT THE WARRANTY COVERS” below and used in agricultural wood post applications should those Hills Products Group CCA-Treated Agricultural Fence Posts structurally fail* in service due to fungal decay or termite attack during the lifetime limited warranty term. *For purposes of this warranty, structural failure is defined as the inability of a given member to perform its intended function due to fungal decay or termite attack.

“FIRST-OWNER” COVERAGE

To qualify for the Hills Products Group CCA-Treated Agricultural Fence Post Lifetime Limited Warranty, you must be the owner-of-record of the property at the time the Hills Products Group CCA-Treated Agricultural Fence Post wood products are installed. Or, if the warranted wood was installed by a builder-contractor-owner, “first-owner” means the owner-of-record first acquiring the property from the builder-contractor-owner. The Hills Products Group CCA-Treated Agricultural Fence Post warranty is not transferable from the first-owner to subsequent owner(s) of the property.

TO IDENTIFY A HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST PRODUCT, LOOK FOR THE HILLS PRODUCTS GROUP END TAG OR INK STAMP

It's easy to identify warranted HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST wood products. Simply look for the plastic end tag or ink stamp on each piece of Hills Products Group brand wood fence posts. Make sure you receive and retain the Hills Products Group proof-of-purchase certificate or end tag 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.



WHAT THE WARRANTY COVERS

The warranty stated below is given in place of all other warranties, express, or implied, of merchantability, fitness for a particular purpose, or otherwise. The HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST Limited Warranty covers Hills Products Group CCA-Treated Agricultural Fence Posts from the date of purchase by the first-owner against structural failure caused by fungal decay or termites. The terms, “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. “Weathering” of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Hills Products Group under the terms of this warranty is limited to

replacement of structurally failed HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST products only. This warranty extends only to HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST wood products treated to a GROUND CONTACT (0.40 pcf) preservative retention level and used in agricultural applications allowed by this Warranty.

WARRANTY EXCLUSIONS

Hills Products Group is not responsible for any damage to HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST wood products for any product use that is not in accordance with EPA approved uses, or any cause other than fungal decay or termite damage, or for any use outside of agricultural fence posts. The Warranty offered herein applied to Hills Products Group CCA Agricultural Fence Posts Only, and not all CCA products. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core landscape timbers or specialty items that have been milled after treatment.

Hills Products Group does not warrant any Hills Products Group CCA-Treated Agricultural Fence Post which is not treated in accordance with all applicable Hills Products Group, and industry standard specifications.

Hills Products Group is not responsible for any application of HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST brand wood products other than that specified under the appropriate usage as noted on the ink stamp and/or end tag attached to the piece.

Hills Products Group is not responsible for damage to HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST 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.

Hills Products Group is not responsible for any costs associated with removal of damaged wood product(s) or delivery or installation of the replacement HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST brand wood product(s.)

Hills Products Group is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST WOOD PRODUCTS.

HILLS PRODUCTS GROUP DOES NOT WARRANT PRODUCT WHICH HAS BEEN PHYSICALLY OR MECHANICALLY DAMAGED, INCLUDING, BUT NOT LIMITED TO, FUNGAL DECAY OR TERMITE ATTACK INDUCED BY SAID PHYSICAL OR MECHANICAL DAMAGE. HILLS PRODUCTS GROUP IS NOT RESPONSIBLE FOR PRODUCTS WHICH HAVE BEEN MACHINED OR CROSS CUT AFTER TREATMENT. HILLS PRODUCTS GROUP DOES NOT WARRANT PRODUCT FOR ANY NON-AGRICULTURAL FENCE POST USE, OR FOR ANY APPLICATION THAT IS NOT CONSISTENT WITH THE INTENDED END USE OF THE PRODUCT, OR FOR ANY USE THAT IS NOT EXPRESSLY APPROVED BY THE USA EPA. HILLS PRODUCTS GROUP DOES NOT WARRANT PRODUCTS WHICH ARE NOT TREATED WITH CCA WOOD PRESERVATIVE SOLELY PURCHASED FROM OSMOSE, INC. HILLS PRODUCTS GROUP DOES NOT WARRANT ANY PRODUCT THAT IS USED OUTSIDE THE CONTINENTAL UNITED STATES. ALL ACTIONS FOR BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY MUST

BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF ANY SUCH ACTION. HILLS PRODUCTS GROUP DOES NOT WARRANT AGAINST MOLD NOR DIRECT OR INDIRECT CORROSION OF FASTENERS, METAL, OR METAL HARDWARE, USED IN DIRECT OR INDIRECT CONTACT WITH PRODUCT. HILLS PRODUCTS GROUP DOES NOT WARRANT AGAINST DELAMINATION OF ANY PRODUCT FOR ANY REASON. HILLS PRODUCTS GROUP IS NOT RESPONSIBLE FOR MOLD GROWTH ON HILLS PRODUCTS GROUP CCA-TREATED AGRICULTURAL FENCE POST WOOD PRODUCTS.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY HILLS PRODUCTS GROUP IN RELATION TO AGRICULTURAL WOOD FENCE POSTS TREATED WITH CCA USED SOLELY FOR AGRICULTURAL USE IN ACCORDANCE WITH THE EPA'S LIST OF APPROVED USES AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This lifetime limited warranty shall be governed by the laws of the State of Georgia without reference to the doctrine of conflicts of laws.

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 HILLS PRODUCTS GROUP CCA-Treated Agricultural Fence Post proof-of-purchase certificate and/or the Hills Products Group CCA-Treated Agricultural Fence Post end tag plus a copy of your original purchase invoice to:

**Hills Products Group
1421 Laurel Street
Whitewood, SD 57793**

Hills Products Group will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to exchange the damaged wood product(s) for the new Hills Products Group CCA-Treated Agricultural Fence Post products. Hills Products Group reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from services. NOTE: The obligation of Hills Products Group under the terms of this Warranty is limited to replacement of damaged wood posts or the monetary equivalent of the failed CCA treated wood posts up to the original purchase price at the sole discretion of Hills Products Group. Hills Products Group makes no other warranties, express or implied, of merchantability, fitness for a particular purpose or otherwise. In no event shall Hills Products Group be liable for incidental, consequential, special or indirect damages. Nothing in this warranty shall affect the duration of implied warranties beyond their customary duration, or create additional implied warranties.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. 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 United States.