

THE HILLS PRODUCTS GROUP CCA AGRICULTURAL FENCE POST LIFETIME LIMITED WARRANTY (“LIMITED WARRANTY”)

WHAT IS COVERED

This Limited Warranty is for agricultural fence posts pressure treated with Chromated Copper Arsenate (CCA) sold or labeled as Hills Products Group brand Agricultural Fence Post products. Hills Products Group (HPG) will provide original consumer purchasers or “first-owners” of the CCA Agricultural Fence Post Product that “structurally fails” either, in HPG’s sole discretion, replacement of the CCA Agricultural Fence Post Product for the CCA Agricultural Fence Post Product that “structurally fails” or a refund of the monetary equivalent of the CCA Agricultural Fence Post Product that “structurally fails” up to the 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 CCA Agricultural Fence Post Product is installed.

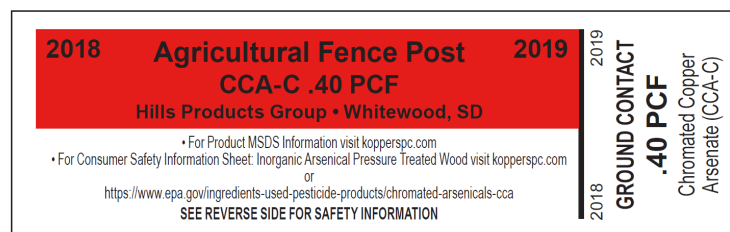
“First-owners” means:

- the owner-of-record of the real property on which CCA Agricultural Fence Post Product was installed at the time the CCA Agricultural Fence Post Product was installed; or,
- if CCA Agricultural Fence Post 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 CCA Agricultural Fence Post 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 HILLS PRODUCT GROUP BRAND AGRICULTURAL FENCE POST PRODUCT, LOOK FOR THE END TAG OR INK STAMP

It’s easy to identify an Hills Products Group CCA Agricultural Fence Post Product. Simply look for the end tag or ink stamp on each piece of CCA Agricultural Fence Post Product. Make sure you receive and retain original end tag(s) for each piece of CCA Agricultural Fence Post Product, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder. In the event of a claim, it will be necessary to present this documentation for all CCA Agricultural Fence Post Product that is claimed to have structurally failed.



WARRANTY CONDITIONS

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

- CCA Agricultural Fence Post Product must be used only in agricultural applications and as specified on the ink stamp and/or end tag attached to the CCA Agricultural Fence Post Product.
- “Ground Contact” CCA Agricultural Fence Post Product must be treated with CCA to a minimum 0.40 pcf preservative retention level.
- CCA Agricultural Fence Post Product must be used in accordance with state and local building codes and EPA approved uses.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover:

- Commercial or industrial structures, wood foundation systems, wood exposed to salt or brackish water, building poles or building timbers in structural applications, commercial vineyard stakes, lattice, peeler core

landscape timbers, shakes and shingles, specialty items, such as spindles, ball tops, lattice and railing or any other products that have been milled after treatment.

- CCA Agricultural Fence Post product not used in accordance with EPA approved uses.

<https://www.epa.gov/ingredients-used-pesticide-products/chromated-arsenicals-cca>

- The structural failure of projects or structures containing any CCA Agricultural Fence Post Product where some or all of the CCA Agricultural Fence Post 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 CCA Agricultural Fence Post Product where the CCA Agricultural Fence Post Product has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.).
- The structural failure of CCA Agricultural Fence Post 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 CCA Agricultural Fence Post Product, or structural failure resulting from such an occurrence.
- Mold, mildew, or fungal growth on CCA Agricultural Fence Post Product that is aesthetic.
- Damage to CCA Agricultural Fence Post Product other than structural failure.

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 CCA Agricultural Fence Post Product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, HPG requires an itemized list of CCA Agricultural Fence Post Product that structurally fails and an end tag from each piece of such CCA Agricultural Fence Post Product. Send this information to:

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

Subject to the terms, conditions, limitations and exclusions of this Limited Warranty, HPG will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available to you replacement CCA Agricultural Fence Post Product in exchange for CCA Agricultural Fence Post Product that structurally failed or, in HPG’s sole discretion, refund the monetary equivalent of such CCA Agricultural Fence Post Product, up to the original purchase price. HPG reserves the right to have a representative inspect all CCA Agricultural Fence Post 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, HPG shall have no obligation under this Limited Warranty.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of CCA Agricultural Fence Post Product, the original consumer purchaser or first-owner of CCA Agricultural Fence Post Product accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

The only obligation of HPG and the exclusive remedy available under this Limited Warranty is limited to, in HPG’s sole discretion, providing replacement CCA Agricultural Fence Post Product (CCA Agricultural Fence Post Product only) for CCA Agricultural Fence Post Product that structurally fails or refund of the monetary equivalent of such CCA Agricultural Fence Post Wood Product, up to the original purchase price. HPG is not responsible for any costs associated with removal or disposal of any CCA Agricultural Fence Post Product or delivery or installation of the replacement CCA Agricultural Fence Post Product. TO THE EXTENT PERMITTED BY APPLICABLE LAW, HPG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL HPG BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. 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 Limited Warranty gives you specific

legal rights and you may also have other rights that vary from state to state. To the extent permitted by applicable law, this Limited Warranty is governed by and construed in accordance with the laws of the State of Georgia. Subject to the other terms, conditions, limitations and exclusions in this Limited Warranty, any action for breach of this Limited Warranty must be commenced within one (1) year after you knew or should have known of the occurrence of the structural failure. 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 CCA Agricultural Fence Post Product must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party arising under this Limited Warranty or in connection with the CCA Agricultural Fence Post Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. HPG's 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 HPG 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 HPG 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 HPG.

Invalidation 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 CCA Agricultural Fence Post Product used in the continental United States, Alaska and Hawaii.

For more information call 605-642-2450, or visit www.hillspg.com.

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