

GREEN POST™/Planet Saver Industries

Limited Lifetime Warranty

Planet Saver Industries warrants to the original buyer of the Green Post™ that under normal weather, atmospheric and soil conditions, as defined below, that the Planet Saver Industries Barrier product (“Barrier”) applied to the Green Post™ will be free from manufacturing defects and if properly installed and maintained the Barrier will provide a protective barrier between the portion of the Green Post™ to which the Barrier had been applied (“Barrier Area”) and the ground, insects and bacteria and fungus (“Microbes”) for the life of the Green Post™, subject to the limitations set forth below.

A. LIMITATIONS ON WARRANTY

- 1. This Limited Warranty is for the benefit only of the original buyer of the Green Post™ (the “Buyer”) and may not be relied upon by any other person or entity. This Limited Warranty shall only apply to the initial use of the Green Post™. Removal and reinstallation or reuse of the Green Post™ and/or Barrier shall void this Limited Warranty. This Limited Warranty shall only apply to Green Post™ Barrier which were purchased and installed in the 50 United States or the District of Columbia.**
- 2. This Limited Warranty applies only to Green Post™ Barrier which (a) have been stored and handled properly prior to application and installation; (b) have been properly used, installed and maintained by Buyer in accordance with all Planet Saver Industries guidelines and instructions; (c) have been purchased from an authorized dealer, and (d) have been utilized in a manner appropriate for the grade of and preservative treatment applied to the lumber incorporated into the Green Post™.**
- 3. This Limited Warranty does not apply to defects or failures caused by (a) acts of God, including but not limited to flood and lightning; (b) falling or wind-blown particles or objects or wind-caused damage; (c) improper storage, handling, application, installation, maintenance or repair including but not limited to failure to maintain the integrity of the above ground portion of the Barrier and the Green Post™; (d) neglect or misuse; (e) external forces (including but not limited to machinery, animals, persons, vandalism or terrorism); (f) explosions, fire or other casualty; (g) intentional or negligent destruction or damage; (h) riots or other civil commotions; (i) acts of war; (j) exposure to radiation, chemicals (gases, liquids or solids) or other harmful or corrosive substances; (k) use in direct contact with water; (l) improper drainage of water; (m) abnormal changes in the size of the wood caused by splitting, cracking, warping, twisting or expansion of the wood, such that the outer dimension of the wood is 5% greater than its original dimension; (n) insect and microbial damage to those portions of the Green Post™ that are not contained wholly within the Barrier Area of the Green Post™ and (o) insect and microbial damage in the Barrier Area where the damage can be shown to have likely originated in the portion of the Green Post™ that is not in the Barrier Area. Every wood product has a limited useful life, which is not the same as the warranty period. The warranty period is the period of time that Planet Saver Industries will warrant the Barrier as set forth herein. The limited lifetime warranty upon the Barrier does not guarantee that the Green Post™ will last forever.**
- 4. Planet Saver Industries warrants the Barrier will not be penetrated by insects or Microbes that cause damage to the Barrier Area of the Green Post™ to the extent that the Green Post™ is damaged such that it becomes structurally unfit for the application for which it was intended. This warranty does not cover insect or microbial damage which originates in a portion of the Green Post™ that is not in the Barrier Area.**

5. This Limited Warranty shall not apply to GreenPosts™ containing wood products without appropriate preservative treatments installed in applications where the non-Barrier Areas of the Green Post™ are exposed to weather.
6. This Limited Warranty shall only apply to the Barrier and GreenPosts™ used in normal environmental conditions (which term excludes aggressive or moist environments such as those contaminated with chemicals or other materials known to be harmful to the Barrier or Green Post™, wetlands or underwater environments).
7. This Limited Warranty shall not apply to Barrier and GreenPosts™ utilized in in-water and water side (including pool side) applications.
8. All time frames referred to herein shall be calculated from the date Buyer takes possession of the Green Post™.
9. Typical weather, atmospheric and soil conditions are those conditions that are routinely encountered where similar wood products without Barrier are successfully utilized. This warranty shall be void if the Green Post™ is utilized in any unusual or non-typical conditions including but not limited to chemically contaminated soils or corrosive or degradative atmospheres.

B. BUYER'S OBLIGATIONS

The following obligations of Buyer shall be deemed to be conditions precedent to make a claim under this Limited Warranty.

1. Buyer shall have paid for the Green Post™ (including Barrier) in full. If payment in full has not been made for the Green Post™, this Limited Warranty shall be null and void.
2. Buyer must inspect Green Post™ including the Barrier Area prior to installation, to mitigate expense involved in repairing or replacing non-conforming Barrier.
3. Any claim on account of an asserted defect in the Green Post™ Barrier or for any other cause whatsoever shall be deemed WAIVED by Buyer unless written notice thereof is given to Planet Saver Industries within 30 days after discovery of the asserted defect(s) and within the applicable warranty period. Planet Saver Industries shall be given reasonable opportunity to investigate all claims (including but not limited to an opportunity to conduct an on-site inspection of the Barrier and Green Post™ which Buyer believes does not comply with this Limited Warranty), provided no Barrier or Green Post™ shall be returned to Planet Saver Industries without Planet Saver Industries' approval and receipt by Buyer of written shipping instructions from Planet Saver Industries. All transportation and shipping costs to Planet Saver Industries shall be the responsibility of Buyer.
4. To be effective, Buyer's notice shall include the following records and information: copy of receipt evidencing purchase and payment by Buyer, identity of the Buyer and location and name of Seller, date of installation and method and type of installation of the Green Post™, and original third party quality monitoring end tags from both the Green Post™ (if pressure treated) which is the subject of the Buyer's notice. These records must be duly authenticated, be made in the ordinary course of business, and be made contemporaneous with the events noted therein. Buyer shall also present such evidence that establishes that any claimed defect was due to a breach of this Limited Warranty.

5. All obligations of and conditions imposed on Buyer under this Limited Warranty shall be deemed material terms of this Limited Warranty and any violation or failure to comply by Buyer shall relieve Planet Saver Industries from all obligations hereunder.

C. LIMITATION OF LIABILITY

- 1. If Planet Saver Industries determines that the Green Post™ Barrier failed to perform as warranted herein and that Buyer has complied with all of its obligations hereunder, Planet Saver Industries will, subject to the limitations listed below, at its sole option, either (a) repair the existing Green Post™ or Barrier to which it was applied by any method selected by Planet Saver Industries; (b) replace the Green Post™ in kind or (c) refund the Buyer (i) the price paid for the non-conforming Green Post™ (“Sale Price”) in full if the warranty claim is made during the first twenty (20) years of this warranty, or (ii) a prorated portion of the Sale Price if the warranty claim is made after the first twenty (20) years of this warranty. During the first year of the prorated period, the prorated refund, if elected by Planet Saver Industries, will equal fifty (50) percent of the Sale Price, and thereafter will decrease by five percent (5%) for each subsequent year of the prorated period, until the prorated refund equals five percent (5%) of the Sale Price, at which percentage of the Sale Price the prorated refund shall remain for the balance of the warranty. Planet Saver Industries’ total liability under this Limited Lifetime Warranty is expressly limited to a prorated portion of the Sale Price of the nonconforming Green Post™ .**
- 2. Except for providing repairs, replacements Green Post™ or refunds in accordance with Paragraph C.1. above and as limited by the other terms and conditions of this Limited Warranty, Planet Saver Industries SHALL NOT BE LIABLE FOR ANY OTHER EXPENSES, CLAIMS OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY LABOR OR OTHER INSTALLATION OR PRODUCT REPLACEMENT COST AND/OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.**

SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

D. EXCLUSIVE WARRANTY:

- 1. THE EXPRESS WARRANTIES AND REMEDIES STATED HEREIN ARE THE EXCLUSIVE WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

THE BUYER HAS READ, UNDERSTOOD AND, BY PURCHASING THIS PRODUCT, AGREES TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.