

**Rosboro Interior-Use Fire Retardant Treated Glue Laminated Rim Limited Warranty**

Rosboro Company, LLC (“Rosboro”) grants this limited warranty to the Original Purchaser of its Rosboro Douglas-fir glue laminated X-Rim branded rim products treated by Hoover Treated Wood Products, Inc. (“Hoover”) with PYRO-GUARD® interior fire-retardant treatment (collectively “X-RIM FRT”), subject to the terms and conditions below, for a period of 20 years from delivery. X-RIM FRT is designed and intended to be used to fill the space between the sill plate and the bottom plate of a wall or, between the top plate and bottom plate of two wall sections only. Rosboro warrants that the X-RIM FRT, when purchased from Rosboro, will conform to Rosboro’s specifications for the X-RIM FRT as published by Rosboro at the time of manufacture of the X-RIM FRT. This warranty is expressly conditioned upon the X-RIM FRT being correctly handled, stored, installed, maintained and used in a manner consistent with Rosboro’s and Hoover’s Handling and Installation Instructions, applicable building codes and accepted engineering and design standards. **This warranty applies only to X-RIM FRT used only in rim applications and does not cover any other applications or uses.**

**THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED, THE REMEDY SET FORTH BELOW 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.**

**Exclusions**

ROSBORO X-RIM FRT ARE COVERED BY HOOVER TREATED WOOD PRODUCT’S INC.’S WARRANTY (ATTACHED) BUT **ROSBORO DOES NOT MAKE ANY WARRANTY AND IS NOT RESPONSIBLE FOR THE EFFICACY OR SUITABILITY OF HOOVER TREATED WOOD PRODUCTS, INC.’S PYRO-GUARD® INTERIOR FIRE RETARDANT TREATMENT; OR ANY PRODUCTS NOT CLEARLY MARKED AS ROSBORO X-RIM FRT THAT MAY HAVE BEEN TREATED POST-SALE.**

ROSBORO’S WARRANTY DOES NOT COVER, AND ROSBORO IS NOT RESPONSIBLE FOR DAMAGE OR LOSS RESULTING FROM ANY: (1) MISUSE OR IMPROPER HANDLING, STORAGE, INSTALLATION, OR APPLICATION, INCLUDING WITHOUT LIMITATION FAILURE TO PROPERLY FIELD FABRICATE, FAILURE TO USE APPROPRIATE FASTENERS OR SUBJECTING PRODUCTS TO INAPPROPRIATE ENVIRONMENTAL CONDITIONS; (2) FAILURE TO FOLLOW HOOVER TREATED WOOD PRODUCTS, INC. RECOMMENDATIONS FOR STORAGE, HANDLING AND INSTALLATION; (3) CHANGES DUE TO THE IMPACT OF THE TREATMENT PROCESS, SUCH AS COLOR/HUE VARIANCES AND CHANGES, SPLITTING, CHECKING, WARPING, SHRINKING AND/OR SWELLING; (4) CHANGES DUE TO NATURAL “WEATHERING,” SUCH AS COLOR/HUE VARIANCES AND CHANGES, TWISTING, SPLITTING, WARPING, SHRINKING, AND/OR SWELLING; (4) 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; (5) ANY OTHER ABUSE OR MISUSE OF THE PRODUCTS.

**Exclusive Remedy**

IF ROSBORO DETERMINES THAT ITS PRODUCT WAS NONCONFORMING WITH ITS SPECIFICATIONS AT THE TIME OF MANUFACTURE, ROSBORO 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 any replacement Products.

**Exclusion of Other Remedies**

**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 RESULTANT DAMAGE TO REAL OR PERSONAL PROPERTY.** Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you.

**Claim Procedure**

To make a claim, the claimant must:

- (1) give Rosboro written notice of a warranty claim within 30 days of the date claimant first becomes aware of any damage to the product by sending a notice of claim and proof of purchase to:  
Rosboro Company LLC, 2509 Main Street, Springfield, OR 97477, Telephone: (541) 746-8411, Fax: (541) 726-8919, email [info@rosboro.com](mailto:info@rosboro.com)
- (2) submit satisfactory proof that the claim concerns Rosboro X-RIM FRT and
- (3) provide Rosboro a reasonable opportunity to inspect the Product.

For information on products call the Sales Office toll free: (888) 393-2304; Toll-Free Technical Service: (877) 457-4139.