

# Claymark Tru-Pine Post

- Warranties





# — Warranties

## Claymark USA, Inc. Limited Warranty

### For Tru-Pine Post product

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

#### 1. Definitions

The following defined terms are used in this Limited Warranty:

(a) “Claymark” means Claymark USA, Inc.

(b) “First-Owner” means:

- the owner-of-record of the real property on which the Tru-Pine Post product Tru-Pine Post product were installed at the time the products were installed; or,
- if the Tru-Pine Post product were installed by a builder-contractor-owner in connection with new construction on real property then owned by the builder-contractor-owner, the first owner-of-record that acquired the real property from the builder-contractor-owner.

(c) “Structurally unserviceable” means:

the inability of a Tru-Pine Post product to perform its intended structural function because of fungal decay or termite attack.

(d) “Fungal decay” means:

attack by wood-destroying fungi that disintegrate the wood cell walls; it excludes surface mold, mildew, and/or fungi associated with the appearance or “weathering” of wood. Weathering of wood—including raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood—is not fungal decay.

#### 2. Limited Warranty

Claymark warrants that:

- For fifty (50) years after the date of its sale by Tru-Pine Post product will not become structurally unserviceable because of fungal decay/rot or termite attack; and
- This Limited Warranty applies only to Tru-Pine Post products that are installed in full compliance with Claymark’s instructions and recommendations and only if the Conditions of Warranty Coverage, below, are complied with.

This Limited Warranty extends only to the First-Owner and not to any subsequent purchasers or users of (a) the Tru-Pine Post product or (b) the structure into which it is installed. This Limited Warranty may not be transferred in whole or part to any subsequent owner or tenant of the real property on which the Tru-Pine Post product was installed.

#### 3. Conditions of Warranty Coverage

For the preceding Limited Warranty to apply, the following conditions must be met:

- The Tru-Pine Post product must have been installed in accordance with the Tru-Pine Post product Installation Instructions
- The Tru-Pine Post product must have been stored, handled, located, installed, and maintained in accordance with the Tru-Pine Post product Handling Guide; and
- The First-Owner must present with any claim for warranty coverage Proof of purchase, in the form of a dated sales invoice and a Tru-Pine Post product end-tag / label for the affected Tru-Pine Post product.

#### 4. Losses not Covered by this Limited Warranty

The preceding Limited Warranty does not apply to:

- Damage caused by accident, abuse, neglect, misuse, negligence, vandalism, acts of God, improper storage or handling, or disasters such as flood, fire, or war;
- Failure to install or maintain the Tru-Pine Post product in accordance with the instructions supplied by Claymark;
- Failure to install the Tru-Pine Post product in accordance with local codes, laws, or regulations or with best construction practices;
- Commercial or industrial structures, wood foundation systems, wood exposed to salt or brackish water, building poles or building timbers in commercial 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;
- The structural failure of projects or structures containing any Tru-Pine Post product where some or all of the Tru-Pine 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;

- Tru-Pine Post product for which there is no evidence that an endcoat wood preservative was applied in accordance with the manufacturer’s directions at the time of the initial installation;
- The structural failure of Tru-Pine Post product where there has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.);
- The structural failure of Tru-Pine Post product where there has been sawn lengthwise (ripped) or surfaced (sanded/planed/etc.);
- The structural failure of Tru-Pine 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 Tru-Pine Post product, or structural failure resulting from such an occurrence;
- Mold, mildew, or fungal growth on Tru-Pine Post product that is aesthetic; or.
- Damage to Tru-Pine Post product other than structural failure

#### 5. Disclaimer of other Warranties

The preceding warranty is the exclusive warranty that Claymark makes for the Tru-Pine Post product. Claymark **DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES** and all warranties otherwise arising from course of performance, course of dealing, or usage of trade. **ANY IMPLIED WARRANTIES—INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE—ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY, ABOVE**

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### 6. Exclusive Remedy for Breach of Warranty

If the Tru-Pine Post product fails to conform to the preceding warranty, the First-Owner must

- (a) notify Claymark within a reasonable time, as described below, and in no event more than thirty (30) days after the discovery of the nonconformity,
- (b) provide the documentation described below and any additional information that Claymark reasonably requests, and
- (c) follow Claymark’s instructions, which may include allowing Claymark access to inspect the Tru-Pine Post product on site.

Claymark will investigate and, in the event of a breach of warranty, will select and provide, at its sole option and within a reasonable period of time, one of the following remedies:

- a replacement Tru-Pine product;
- refund of the monetary equivalent of the Product or the original purchase price, whichever is greater

Repaired or replacement products will conform to the warranty for the unexpired duration of the warranty period for the original, nonconforming product. This remedy does not cover the cost of transportation of replacement product or labor costs associated with removal and disposal of non-conforming product or the installation of replacement products. **THE REMEDY SELECTED BY CLAYMARK IN ACCORDANCE WITH THIS SECTION SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

To obtain warranty service, within thirty (30) days of discovery of a non-conformity, send the following items:

- photograph(s) and a description of the structural failure;
- the Tru-Pine Post product purchase receipt(s) from your lumber dealer or contractor/builder;
- an itemized list of Tru-Pine Post product that structurally failed; and
- an end tag from each piece of affected Tru-Pine Post product (described below)



To:  
Claymark USA, Inc.  
Attn: Consumer Affairs  
P.O. Box 7485  
Boise, ID 83707  
with a copy to: [infous@claymark.com](mailto:infous@claymark.com)

It's easy to identify Tru-Pine Post product. Simply look for the end tag or label on each piece of Tru-Pine Post product. Make sure you receive and retain original end tag(s)/ labels for each piece of Tru-Pine Post product, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder.

## 7. Limitation of Liability

CLAYMARK SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OR OTHER TORT OF CLAYMARK. THIS LIMITATION EXCLUDES DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT AND COSTS OF SUBSTITUTE STRUCTURES OR MATERIALS. THIS LIMITATION SHALL NOT BE INVALIDATED BY A FINDING THAT THE EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

## 8. Governing Law

This Limited Warranty and all disputes arising out of or related to this Limited Warranty or the Tru-Pine Post product sold under it shall be exclusively governed by and construed under the laws of the State of Idaho, without regard to its choice-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and will not apply.

## 9. Severability

If any part of this Limited Warranty is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Limited Warranty.

## 10. Entire Agreement

This Limited Warranty contains the complete and exclusive agreement between the First-Owner and Claymark concerning the Tru-Pine Post product and supersedes any and all prior representations and agreements, including any oral representations. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written agreement signed by Claymark and the First-Owner.

This warranty gives you specific legal rights, and you may have other rights which vary from State to State.

**For more information call us at:**

**877- 287- 4406**

or visit [www.claymark.com](http://www.claymark.com)