

To Customers of Rosen Materials:

The lumber we sell can develop surface molds and mildews during transit or storage prior to use. Often this process accelerates and manifests itself during the warm summer months. Since Molds come from spores that float in the air, they are ever present in our daily life. As such, it is impossible to control mold when wood has a higher than normal moisture content. These molds only affect the surface of lumber and do not cause any structural performance degradation. Once the moisture content of the lumber reaches 20-percent or less, all mold growth ceases.

Most homes are built to prevent moisture infiltration. If built to code, the inside of the house (including the interior spaces and building cavities) will stay dry enough to stop mold spores from becoming active. Normally, structural components installed in a properly built and ventilated structure will air dry below 20-percent moisture content in ten days to 2-weeks and reach an atmospheric equilibrium of 8 to 12 percent within the first heating/cooling season.

The emergence of mold on framing lumber is a naturally occurring process. Therefore, our customers should be aware that we disclaim any obligation to undertake an inspection to determine if mold exists. We furthermore disclaim any liability for the negative effects of the emergence of mold on lumber, and disclaim any duty to replace, remove, or remediate any framing lumber at a job site that may contain mold. All lumber is sold by us **"AS IS"** as to the existence and emergence of mold on lumber.

LIMITED WARRANTY

Rosen Materials (the "Company") warrants products sold by it, but only on the terms and conditions of the express warranty given by the manufacturer or supplier of the products (the "Supplier") to the Company (the "Supplier Warranty"), which limited warranty ("Limited Warranty") is below:

1. If the Supplier makes a separate warranty to the customer, the products are sold by the Company **AS IS**. All lumber is sold by us **AS IS** as to the existence and emergence of mold on lumber sold by us.
2. This Limited Warranty shall be effective only for the term of the Supplier Warranty (the "Warranty Period"). Prompt notice of any failure of the product to conform to this Limited Warranty must be given to the Company within the Warranty Period. The Company must be given access to the premises in which the products are located for purposes of inspection. Nonconformities appearing after the Warranty Period are excluded from this Limited Warranty.
3. This Limited Warranty does not apply to nonconformities caused by improper repairs, misapplication, abuse, improper installation, improper operation, unauthorized alteration or modification, misuse or lack of proper maintenance by the customer, its employees or agents, or abnormal conditions of temperature, moisture, dirt, corrosive matter or similar conditions.
4. Correction of any nonconformity under the terms of the Supplier Warranty shall satisfy all obligations of the Company to the customer for the nonconformity, whether based on contract, tort, or otherwise. The Company shall in no event have any liability for incidental, special, indirect or consequential damages, including without limitation damages resulting from inconvenience, loss of profits, loss of revenue or other commercial loss, personal or bodily injury or death, or damages to, or loss of use of, the property. The remedies set forth in this Limited Warranty are exclusive.
5. The Company has no obligations under this Limited Warranty to replace items which by their nature are expendable.
6. The Company does not warrant damage caused by weather or disaster such as fire, wind, flood, or an unsuitable installation or storage location
7. The Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its products.
8. This Limited Warranty is effective only if and so long as the customer complies with all payment obligations to the Company. Failure to meet payment obligations voids all warranties and does not extend the Warranty Period when payment is made.
9. In no event shall the Company have any obligation to the customer under this Limited Warranty, other than to replace the product or part of the product which examination shall disclose to the Company's reasonable satisfaction is defective under the terms of the Supplier Warranty.
10. Building Materials are described, labeled, quoted and sold by standard **"nominal size"** nomenclature. Actual NET or MEASURED sizes vary by mill and/or manufacturer.

THIS WARRANTY IS IN LIEU OF, AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

