

# STRUCTURAL BUILDING COMPONENTS MAGAZINE

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## Procedures Explained for New FRT Wood Truss Warranty by SBC Staff with Rodney Hardison

*Arch Wood Protection unveils a performance-based warranty for trusses using fire retardant treated (FRT) wood aimed to encourage truss manufacturers to use FRT wood.*

A new warranty may be the incentive that entices truss manufacturers to use fire retardant treated wood, while adding a selling point for such trusses. This warranty is a 10-year performance-based warranty which can be upped to 40 years when fire retardant treated (FRT) wood trusses are sold as part of a complete roof system that includes both FRT wood trusses and FRT plywood sheathing.

SBC Staff enlisted the help of Rodney Hardison, business manager of fire retardants at Arch Wood Protection, to fill in the blanks about the program.

### WHAT SPECIFICALLY DOES THE WARRANTY COVER?

The program includes a 10-year limited warranty for Dricon FRT wood trusses and a 40-year limited warranty for Dricon FRT roof systems. These warranties are performance warranties, assuring manufacturers that a truss or roof system constructed of Dricon FRT wood will not structurally fail as a result of failing to exhibit the strength qualities reported in National Evaluation Report NER-303 and ICBO Evaluation Report ER 5755 due to exposure to high heat or humidity.

### HOW DID THE WARRANTY COME ABOUT?

The program is the result of several years of dialogue between Arch Wood Protection, WTCA and others in the industry. It is backed by extensive testing, which, in the words of WTCA Executive Director Kirk Grundahl, "added to the collective assurance that Dricon treated trusses would perform as expected."

### HOW DOES THE WARRANTY WORK? WHAT ARE THE CORRECTIVE MEASURES?

A warranty agreement must first be properly executed between Arch Wood Protection and the manufacturer. Then, the manufacturer must notify Arch within 60 days of finding that Dricon FRT lumber may have lost strength due to exposure to high heat or humidity. At Arch's direction, the manufacturer will arrange for independent testing of the lumber in accordance with industry standards. If the tests confirm that Dricon FRT wood has exhibited a loss of strength exceeding the published design values as a result of exposure to high heat or humidity, Arch will either repair or replace the truss(es), plus pay for the testing. As the warranty states:

Arch shall (i) at its sole option, either repair or replace the truss, or refund to Manufacturer the costs Manufacturer reasonably incurs in effecting such repairs to the damaged truss as are undertaken by or on behalf of the Manufacturer after Arch's prior written approval, and (ii) reimburse the Manufacturer for any costs incurred by the Manufacturer to test the wood as provided herein.

#### **WHAT IS INVOLVED IN REGISTERING FOR THE WARRANTY?**

All the truss manufacturer has to do is contact Arch Wood Protection and express an interest in obtaining warranty coverage. Arch will then send two copies of the warranty agreement for execution by an officer of the company, who then returns the documents to Arch for processing. Arch executes its portion of the agreement, assigns a warranty registration number, and returns one fully executed copy to the manufacturer for their records.

Registration is a one-time procedure and will cover all Dricon FRT trusses made by the manufacturer thereafter. There are no other stipulations or paperwork necessary for the manufacturer to register for the warranty program.

#### **HOW DOES A MANUFACTURER TAKE ADVANTAGE OF THE 40-YEAR WARRANTY?**

In instances where the truss manufacturer provides Dricon FRT wood for the complete roof system—both Dricon FRT trusses and Dricon FRT plywood sheathing—the warranty period extends to 40 years, corresponding with a 40-year builder's warranty, which Arch offers for roof systems.

In this scenario, if the Dricon FRT roof system structurally fails as a result of a reduction in strength below Arch's published strength properties due to high heat or humidity exposure, Arch shall refund to the manufacturer, in the words of the warranty, "an amount equal to the original cost of the roof or repair the damage to the roof caused by the defective Dricon FRT wood."

#### **HOW DO THE PROCEDURES FOR GETTING THE 40-YEAR ROOF SYSTEM WARRANTY DIFFER FROM THOSE FOR THE 10-YEAR TRUSS WARRANTY?**

The procedures are the same, though separate documents must be signed and separate warranty registration numbers assigned. The 40-year roof system warranty agreement is also available to truss manufacturers upon request. The documentation can be sent along with the 10-year warranty agreement if desired; identical procedures for execution apply regardless.

#### **WHAT ARE THE LIMITATIONS OF THE 10-YEAR TRUSS WARRANTY?**

There are not many, actually. The warranty applies only to trusses constructed entirely of Dricon FRT wood and labeled with third party inspection agency and UL stamps. Wood must be handled, stored and installed in accordance with the Dricon FRT wood technical literature and must not be contaminated with chemical constituents not found in Dricon fire retardant. The building in which the truss is installed must meet all applicable building codes, and the truss must be based on designs common to the industry and on design values appearing in NER-303 and ICBO ER 5755. Finally, the strength reduction may not be attributable to the negligence of the manufacturer,

builder or other third party, or to abnormal conditions, poor quality wood, abuse, leaks, or causes other than exposure to high heat and humidity.

## **WHAT CAN YOU TELL US ABOUT THE COMPANY BACKING THE WARRANTY?**

This Dricon FRT wood warranty is backed by Arch Wood Protection, Inc., affiliated with Arch Chemicals, Inc., Norwalk, CT, an international specialty chemicals company with approximately \$1 billion in annual sales.

## **DO YOU HAVE ANY OTHER COMMENTS FOR TRUSS MANUFACTURERS?**

I would suggest that any interested manufacturer read and become familiar with the specifics of these performance warranties; specimen copies can be found at [www.dricon.com/warranty.htm](http://www.dricon.com/warranty.htm).

## **WILL THE NEW WARRANTY AND EXTENSIVE TESTING BE ENOUGH TO ASSURE TRUSS MANUFACTURERS?**

Kirk Grundahl, WTCA Executive Director, believes it may be: "This warranty program is the result of several years of discussions and work on the part of WTCA with the fire retardant treating industry. Arch really stepped up to the table by funding truss testing that added to our collective assurance that Dricon treated trusses would perform as expected. This program creates opportunities for truss manufacturers and will provide a new level of protection for those who manufacture and sell Dricon FRT wood trusses."

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Rodney Hardison is Business Manager, Fire Retardants at Arch Wood Protection, Inc., a major producer of wood treating chemicals and owner of the Wolmanized and Dricon brands of pressure-treated wood. His background comprises various disciplines; after seven years as an engineering designer, he has spent the past six years in sales and brand management.

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## **A Note from Kent Pagel, WTCA Legal Counsel:**

Beginning in November 1991, first while representing truss manufacturers and later in my capacity as outside counsel for WTCA, I have had the opportunity to review and comment on many versions of warranties offered or proposed by fire retardant chemical manufacturers.

With each review, my objective, and the objective of WTCA, has been threefold: (1) evaluate the scope and limitations of each warranty (draft or otherwise); (2) discuss ways to strengthen the warranty if at all possible; and (3) educate WTCA membership with respect to the proposed or final warranty. This has been the case with respect to the current Arch Wood Protection 10-year limited warranty for DRICON wood trusses and the 40-year limited warranty for DRICON roof

systems.

It is not uncommon for truss manufacturers to be asked by their customers to agree to broad warranties on all products sold, whether manufactured or not. This includes manufactured FRT trusses or FRT materials for the complete roof system. If a truss manufacturer makes the business decision to manufacture and sell FRT trusses or sell FRT materials, I strongly encourage each of them to carefully review the warranty provided by the FRT producer, especially the scope and limitations of such warranty. I also emphasize to each of them to consider working hard to either (1) cause their customer to accept such warranty as the only warranty being made or (2) at least attempt to cause the warranty being made by the FRT producer to mirror the warranty that the truss manufacturer makes to its customer.

If you would like to learn more about express or implied warranties attend the next WTCA Risk Management and Liability Avoidance seminar. Warranties and other subjects are discussed in great detail and attendees are encouraged to ask whatever questions they may have.

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