

Terms of Use

By accessing and using this website (the “Website”), you acknowledge and agree with Southern Forest Products Association (the “Association”) to be bound by the following terms and conditions governing your use of the Website:

1. Customer Information

You agree to provide information which is: (i) accurate and not misleading, (ii) free of damaging content, including, without limitation, viruses, bugs, “Trojan Horses”, worms, time bombs, cancelbots or other computer programs that have the purpose or effect of disabling, overburdening, damaging, interfering, altering, intercepting, expropriating or otherwise impacting or affecting the Website or computer systems or other users of the Website, and (iii) not defamatory, profane, offensive or pornographic. Should you provide the Association by electronic mail or otherwise with information including feedback data, such as questions, comments, suggestions, such information shall become the property of the Association and shall be deemed to be non-confidential and non-proprietary. The Association shall have no obligation of any kind with respect to such information and shall be free to reproduce, publish, use, disclose and distribute the information to others without limitation and for any purposes. The Association shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing and marketing services incorporating such information.

2. Prohibited Uses

The Association prohibits the use of the Website for any of the following: (i) to engage in any activity that is illegal or unauthorized, (ii) to post or transmit any information that will infringe the copyright, trademark or other intellectual property rights of others or violate the privacy or publicity rights of others, (iii) to frame or create a link to any of the information on the Website, (iv) to access any unauthorized data or to breach any security measure on the Website, or (v) to post or send any unsolicited e-mail, promotion or advertisement over the Website.

3. Technical Difficulties

While the Association endeavors to ensure uninterrupted service, there may be times when, for whatever reason, electronic communication to or from the Association, or access or use of this Website is delayed, impaired or impossible (collectively, the “Technical Difficulties”). Should you experience any Technical Difficulties, promptly contact the Association using the contact information provided below. In no event shall the Association be liable to you, your customers or any other party for any loss of information, blockages or delays affecting data, information, notifications, purchases, deliveries or any other aspect of the Website due to Technical Difficulties.

4. WAIVER OF WARRANTY

NEITHER THE ASSOCIATION NOR ITS AFFILIATED, RELATED OR SUBSIDIARY COMPANIES, NOR ANY OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUPPLIERS, MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY, SUITABILITY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, CAPABILITY, USEFULNESS OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE OF THE WEBSITE, OR REGARDING THE CHARACTERISTICS OF SERVICES PROVIDED BY OR THROUGH THE WEBSITE, OR REGARDING THE TIMELINESS, ACCURACY OR USEFULNESS OF INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE AND YOU HEREBY WAIVE ALL SUCH WARRANTIES, WHETHER EXPRESS OR IMPLIED; IT BEING UNDERSTOOD THAT THIS WEBSITE IS

PROVIDED TO YOU “AS IS, WHERE IS”, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

5. Risk of Loss

You assume and accept all liability and/or risk of loss associated with use of the Website and your use and reliance on any information provided on this Website is at your own risk. In connection therewith, you will protect, defend, hold harmless and indemnify the Association and its owners, directors, officers, employees, agents, insurers, other customers, contractors, vendors, suppliers and invitees, each of its members and those of its subsidiary or affiliated companies, from and against any and all demands, claims, actions, costs, expenses (including, without limitation, legal costs and attorney’s fees to enforce rights arising hereunder) and liabilities (individually, a “Claim”, collectively, the “Claims”) brought or asserted against the Association by or on behalf of any person or entity whomsoever, which Claims directly or indirectly relate to your use of the Website, by whomsoever incurred, regardless of the extent to which, if at all, a Claim may be attributable, in whole or in part, to the breach of contract, negligence, strict liability or other legal fault of the Association, for acts or omissions occurring or conditions existing at any time. THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, OPPORTUNITY, REVENUE OR PROFIT, LOSS OF REPUTATION OR GOODWILL, COST OF MONEY, OR FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, BY WHOMSOEVER INCURRED AND REGARDLESS OF CAUSE, INCLUDING WHETHER ATTRIBUTABLE, IN WHOLE OR IN PART, TO THE BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF THE ASSOCIATION IN CONNECTION WITH THE ESTABLISHMENT OR OPERATION OF THE WEBSITE OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR CONTENT ON THE WEBSITE.

6. Copyrights and Trademarks

This Website contains content, data compilations, names, trademarks, logos and graphics, which are protected by copyright and trademark laws and are the sole property of the Association or its affiliates. All rights reserved. The use of any of the Association’s protected intellectual property without the express written consent of the Association is prohibited. No content from this Website may be copied, modified, uploaded, published, transmitted or distributed in any form or manner without the prior written consent of the Association. Any unauthorized use of content from this Website which may violate copyright or trademark laws could result in criminal or civil penalties.

7. Dispute Resolution

This Agreement, establishment, operation and use of the Website and activities related thereto, are governed by and shall be construed in accordance with the laws of the State of Louisiana, excluding any conflicts of laws principles that may call for the application of the laws of any other jurisdiction. By using this Website, or by contracting for or accepting services from the Association through this Website, you expressly agree, for yourself and for your successors and assigns, to: (i) submission of all disputes arising out of or in connection with this Agreement to litigation in the state or federal courts located in New Orleans, Louisiana, (ii) waive any right to a jury trial, (iii) waive and not assert in any proceeding that you are not bound to litigate as aforesaid, that you are not subject to the jurisdiction of the state or federal courts of New Orleans, Louisiana or that New Orleans, Louisiana is an improper or inconvenient location or forum in which to litigate, and (iv) the entry of any settlement or judgment arising from such litigation in a court of competent jurisdiction for the purpose of enforcing such settlement or making such award executory in that jurisdiction. You are responsible for ensuring that your conduct is at all times in compliance with the laws, rules and regulations applicable to business transactions conducted in your particular location or by persons or entities of your citizenship.

8. Waiver

No course of dealing and no delay by either party in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice its rights, powers or remedies.

9. Severability

If any provision of this Agreement is deemed invalid or unenforceable, then the invalid or unenforceable provision shall be stricken and replaced with a valid and enforceable provision that most closely matches the intent of the original, stricken provision and all other provisions of this Agreement shall be unaffected and remain in full force.

10. Design Values and Span Tables

The primary purpose of the provided design values and span tables is to provide a convenient reference for specific grades of Southern Pine lumber. The Association does not grade or test lumber; and accordingly, does not assign design values to Southern Pine lumber. The design values contained on the Website are based on the SPIB Standard Grading Rules for Southern Pine Lumber, published by the Southern Pine Inspection Bureau, and modified as required by the National Design Specification® (“NDS®”) for Wood Construction published by the American Forest & Paper Association (“AF&PA”). The maximum spans provided on the Website were determined on the same basis as those in the Span Tables for Joists and Rafters published by AF&PA. Accordingly, the Association, its principals and/or members, do not warrant in any way that the design values on which the span tables for Southern Pine lumber contained on the Website are based are correct, and specifically disclaim any liability for injury or damage resulting from the use of such span tables. The conditions under which lumber is used in construction may vary widely, as does the quality of lumber and workmanship. Neither the Association, nor its principals and/or members, have any knowledge of the construction project; and accordingly, cannot and do not, warrant the performance of the lumber used in completed structures.

11. Hyperlinks

The Association is in the business of promoting the interests of its members as a whole and does not promote the services, products or publications of one Association member over any other member. Links to Association member sites, other websites or references to products, services or publications, other than those of the Association at this Website, do not imply the Association’s endorsement or approval of such websites, products, services or publications, nor are such links or references any indication that the Association has received specific authorization to provide these links or references. The Association does not endorse, approve, certify or control these external websites, and is not responsible for the accuracy, timeliness, completeness, efficacy, merchantability, fitness for any particular purpose or correct sequencing of any information located on such websites. Rather, the links on this Websites to other websites are provided solely as a convenience to users of this Website. Your linking to these websites and your use of information on these websites is at your own risk and will be subject to the terms and conditions of use of such websites and not the terms and conditions of use of this Website.

12. Supplier Contacts

The retail dealer, distributor and product locator is provided as a convenience for visitors interested in finding a source of supply for Southern Pine lumber products. Listed contact information of retail dealers, distributors, or Association member producers, does not imply the Association’s endorsement, approval or warranty of their products, services, expertise, or business practices.

13. E-mail Privacy

Your e-mail address will only be used within the Association to send you the news and publication updates requested or to respond to your questions or comments. We do not disclose, sell or rent e-mail addresses to anyone outside the Association. If you are interested in Website news and publication updates, when available, please click here to send us your e-mail address. If you wish to be removed from

our e-mail mailings, please click here to remove your e-mail address from our list. If you are under the age of thirteen, do not use this Website or submit your e-mail address without the supervision of a parent or guardian.

14. Notices

All notices to the Association shall be directed in writing to the attention of General Counsel, Southern Forest Products Association, 6660 Riverside Drive, Suite 212, Metairie, LA 70003. Technical Difficulties may be reported via email.

15. Website Revisions

The Association reserves the right to revise or modify these terms and conditions or any information on the Website and to interrupt or discontinue the operation of this Website at any time and without prior notice. You should periodically review these terms and conditions to determine the then-current terms and conditions.

16. Compliance Statements

The Southern Forest Products Association (SFPA) is an equal opportunity provider and employer.

[Non-discrimination Statement](#)

[Accessibility Statement](#)