



LIMITED WARRANTY

1. WARRANTY COVERAGE

This limited warranty applies to the original purchaser for end-use ("Purchaser") of LP LVL Concrete Form Beam (the "Product"). Louisiana-Pacific Corporation ("LP") warrants that if the Product:

- a. does not, at the time of shipment from LP's mills, meet or exceed LP's manufacturing standards, or
- b. exhibits Delamination at the time of shipment from LP's mills; or
- c. when used, stored, maintained, inspected and replaced in accordance with LP's current published Product User Guide, does not meet LP's performance specifications,

then LP will provide the Purchaser with the remedies described in section 4 of this warranty, provided that the claim of nonperformance is not excluded by section 2; and the Purchaser complies with section 6 .

"Delamination" is defined as a visible separation in the glue bond between the layers of veneer which results in the reduction of structural strength of the Product. Minor surface-checking and end-checking in the Product and minor swelling or cupping in the Product are not covered by this warranty.

IF THE PRODUCT DOES NOT PERFORM AS WARRANTED, LP'S LIABILITY IS LIMITED TO THE REPLACEMENT OR PAYMENT PROVISIONS SET FORTH IN SECTION 4 BELOW.

2. EXCLUSIONS FROM WARRANTY COVERAGE

THE EXPRESS WARRANTY IN SECTION 1 DOES NOT INCLUDE:

- A. NON-CONFORMITIES CAUSED BY:
 - (I) ALTERATIONS TO THE PRODUCT;
 - (II) ACTS OF GOD, SUCH AS LIGHTNING, WIND STORM, HURRICANE, TORNADO, HAIL, EARTHQUAKE, FLOOD, FIRE OR OTHER SIMILAR SEVERE WEATHER OR SIMILAR NATURAL PHENOMENA; OR
- B. PRODUCTS THAT ARE NOT USED, STORED, MAINTAINED, INSPECTED, AND REPLACED ACCORDING TO LP'S CURRENT PUBLISHED PRODUCT USER GUIDE OR ANY SUBSEQUENT PRODUCT ADVISORY.

3. LIMITED EXCLUSION OF IMPLIED WARRANTIES; NO OTHER EXPRESS WARRANTIES

EXCEPT AS REQUIRED BY LAW, THE EXPRESS WARRANTY IN SECTION 1 IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. LP EXCLUDES ALL OTHER EXPRESS OR IMPLIED GUARANTEES, WARRANTIES, REPRESENTATIONS, STATEMENTS AND TERMS AND CONDITIONS, INCLUDING ANY IMPLIED GUARANTEE OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY GUARANTEES OR WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR A USAGE OF TRADE OR ADVERTISING, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited.

If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a **"Non-Excludable Provision"**), and LP is able to limit the Purchaser's remedy for a breach of the Non-Excludable Provision, then the liability of LP for breach of the Non-Excludable Provision is limited to one or more of the following at LP's option:

- a. the replacement of the goods or the supply of equivalent goods;
- b. the repair of the goods;
- c. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d. the payment of the cost of having the goods repaired.

EXCEPT AS REQUIRED BY LAW, NO OTHER WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF LP WITH RESPECT TO THE PRODUCT.

4. REMEDIES

The remedies provided by LP that are referred to in section 1 are, at LP's option:

- a. replacement of the non-conforming Product, or

b. refund of the original purchase price of the non-conforming Product.

c. Upon reasonable notice, the Purchaser must allow LP or its representatives or agents to enter the location in which the Product is stored to inspect such Product.

d. The Purchaser will bear any expenses it incurs in claiming under the express warranty in section 1.

5. EXCLUSION OF OTHER REMEDIES

SUBJECT TO LP'S OBLIGATIONS UNDER THE EXPRESS WARRANTY IN SECTION 1, LP'S OBLIGATIONS UNDER THE NON-EXCLUDABLE PROVISIONS REFERRED TO IN SECTION 3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL LP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY NON-CONFORMITY IN THE PRODUCT(S) SUPPLIED INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

This warranty gives you specific legal rights, and you may also have other rights under the legislation referred to in section 3. In particular, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

6. RESPONSIBILITY OF PURCHASER

a. Any Purchaser seeking remedies under this warranty must notify LP in writing within 30 days after discovering a possible non-conformity of the Product. This written notice should include the date the Product was purchased, and if known, the mill identity number imprinted on the Product. The details for notifying LP in accordance with this section 6 are set out below.

b. It is the Purchaser's responsibility to establish the date of purchase. The Purchaser should do this by retaining any records which would tend to prove when and by whom the product was purchased such as purchase invoices and receipts.

FOR FURTHER INFORMATION:

LP Building Products
44 Martin Street, Freshwater, NSW 2096
Telephone number: 0420.597.366
Email: IntlSales@LPCorp.com

Visit our web site at LPCorp.com/au

©2011 Louisiana-Pacific Corporation. All rights reserved. LP and SolidStart are registered trademarks of Louisiana-Pacific Corporation. Printed in USA. Specifications (details) subject to change without notice. LPEW0365