



## LP ELEMENTS™ 10-YEAR LIMITED WARRANTY ENGINEERED WOOD FENCE PICKETS

### 1. DEFINITIONS

For purposes of this Limited Warranty, the following definitions are used:

“Product” refers to LP Elements™ engineered wood fence pickets.

“Delamination” is defined as a visible separation within the fence picket which results in structural damage and affects the Product’s ability to perform its intended function as a fence picket.

### 2. WARRANTY COVERAGE

Louisiana-Pacific Corporation (“LP”) provides this Limited Warranty to the original owner and next owner (“Owner”) of the Product for a period of 10 years from the purchase date of the product.

#### A. Limited Warranty for Product

LP warrants that the Product, at the time of manufacture, (i) will exhibit none of the following manufacturing defects: knots, voids, cracks, or Delamination of the substrate; (ii) at the time of installation, will exhibit no peeling or flaking of the factory-applied finish; and (iii) has been treated with a borate-based process during its manufacture to resist structural damage due to termites and fungal decay.

### 3. EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not provide a remedy for:

- a. Use of the Product outside of the contiguous United States, Alaska, Hawaii, or Canada
- b. Damage to the Product caused by:
  - (i) misuse, improper storage and handling, installation or lack of maintenance in accordance with LP’s Installation and Maintenance Instructions at the time of purchase;
  - (ii) any failure of the Product that is not properly cut, primed and painted per Installation and Maintenance Instructions after it has left the manufacturer;

- (iii) surface/edge swelling or edge checking. Such swelling or checking normally occurs in all wood products as they expand and contract in response to changes in climactic conditions;
  - (iv) acts of God, such as lightning, fire, windstorm, hurricane, tornado, earthquake, flood, or other severe weather or similar natural phenomena;
  - (v) Coatings, paint or surface treatments applied on top of the factory finish other than touch-up applications in compliance with LP's Installation and Maintenance Instructions;
  - (vi) design or construction of the assembly on which the Product is installed;
  - (vii) direct contact with the ground, vegetation, or use in an installation that is not in compliance with LP's Installation and Maintenance Instructions;
  - (viii) use in which installation allows for the accumulation of moisture, standing water or submersion;
  - (ix) use of yard maintenance equipment such as, but not limited to, edge trimmers or lawn mowers;
  - (x) termites and other insects, that might damage Product but not affect the structural integrity of the Product;
  - (xi) mold and mildew; environmental particulates, and pollution; and
  - (xii) animals, pets or birds, reckless or intentional damage to Product.
- b. Product not installed in compliance with all applicable building codes in effect on the date of installation and LP's applicable published Installation and Maintenance Instructions;
  - c. Installation workmanship, including but not limited to misaligned posts and/or rails on which the Product is installed, or improper nailing or fastening; fasteners not compliant with the Installation and Maintenance Instructions.
  - d. Other costs incurred by the Owner relating to damage to the nonconforming Product, including but not limited to fence removal, disposal, additional fence installation materials;
  - e. Damage resulting from Owner's failure to comply with the inspection and maintenance requirements set out under Section 7 of this Limited Warranty.

#### **4. EXCLUSION OF IMPLIED WARRANTIES; NO OTHER EXPRESS WARRANTIES**

**This warranty is the only warranty applicable to this Product and excludes all other express or implied warranties, including any implied warranty or merchantability or fitness for a particular purpose, or any warranties otherwise arising from the course of dealing or usage of trade or advertising, except where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, in which event such warranties are limited to the shortest period as permitted or required under applicable law.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. **No other express warranty has been made or will be made on behalf of LP with respect to this Product.**

## 5. REMEDIES

**This section provides for the sole remedy available by LP to the Owner for any Product non-conformance.**

In the event of any breach of this Limited Express Warranty, LP will:

- a) during the first year (12 months) from the date of purchase, LP at its option, will (i) refund the Owner the original purchase price and the reasonable cost of labor to replace the non-conforming Product, or (ii) compensate the owner the reasonable cost of re-painting the non-conforming Product as established by an independent construction cost estimator such as R.S. Means.
- b) during the 2<sup>nd</sup> through 10<sup>th</sup> years from date of purchase, LP will pay an amount equal to the replacement cost of Product (no labor or other charges shall be paid), less an annual pro rata reduction of 10% per year such that after the 10<sup>th</sup> year the amount payable under this warranty will be zero.
- c) LP does not guarantee an exact match of replacement product as colors and designs may change.

## 6. EXCLUSIONS OF OTHER REMEDIES

**In no event will LP be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in the Product supplied, including, but not limited to property damage or lost profits.** Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 7. RESPONSIBILITY OF OWNER/PURCHASER

**Compliance with each of the items set out below in Section 7(a) and 7(b) is a condition to LP's obligations under this warranty and failure to comply with any one or more of the items shall void any right an Owner may have against LP.**

- a. Registration
  - (i) In order to make a claim under this Limited Warranty, the Owner must first activate this warranty within ninety (90) days of purchase of the Product by visiting [lpcorp.com/fence](http://lpcorp.com/fence)
- b. Installation/Maintenance
  - (i) Product installation must be pursuant to LP Installation and Maintenance Instructions.
  - (ii) The fence structure on which the Product is installed must be in compliance with all applicable building codes, zoning ordinances and Homeowner Association requirements.

- (iii) The Product may not be in direct contact with the ground or used in any installation that allows for the accumulation of moisture or standing water, or submersion, other than normal exposure to weather.
- b. Claims
  - (i) Any Owner seeking remedies under this warranty must notify LP at the phone number listed below within 30 days after discovering a possible non-conformity of the Product, and before beginning any permanent repair.
  - (ii) **It is the Owner's responsibility to establish ownership of the product, and the date of purchase to verify its right to any relief under this warranty. The Owner should retain any records including but not limited to: purchase invoices and receipts, contractor's billings, building permits, and photos of non-conforming Product.**
  - (iii) Upon reasonable notice and at LP's discretion, the Owner must allow LP's agents to enter the property on which the Product is installed to inspect such Product.

## 8. GOVERNING LAW

All questions concerning the meaning or applicability of this Limited Warranty are to be decided under the laws of the State of Tennessee without reference to its choice-of-law rules.

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

For further information, contact:

**Customer Service:** (800)-450-6106

**Email:** [Customer.Support@lpcorp.com](mailto:Customer.Support@lpcorp.com)

[www.lpcorp.com](http://www.lpcorp.com)

**⚠ WARNING:** Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to [www.P65Warnings.ca.gov/wood](http://www.P65Warnings.ca.gov/wood).

© 2019 Louisiana-Pacific Corporation. All rights reserved. LP, Build With Us, and LP Elements are registered trademarks of Louisiana-Pacific Corporation.

Note: LP periodically updates and revises its product information. To verify this version is current, visit [lpcorp.com](http://lpcorp.com)

07/27/2019