

# **LP® Structural Solutions**

## **Sheathing and Sub-Flooring with Zinc Borate**

### **20-Year Limited Warranty**

The provisions and terms of this Structural Solutions Sheathing and Sub-Flooring with Zinc Borate 20-Year Limited Warranty (the “ZB Limited Warranty”) apply only as an add-on to the standard limited warranties for the LP products listed above (the “Standard Limited Warranties”), where applicable. This ZB Limited Warranty must be read in conjunction with, and has no application apart from, the Standard Limited Warranties. All of the terms and conditions of the Standard Limited Warranties continue to apply, including, without limitation, those relating to binding arbitration and waiving class action claims, and capitalized words have the same meaning as the defined terms in the Standard Limited Warranties.

#### **Zinc Borate Limited Warranty**

This ZB Limited Warranty applies to the LP products listed above when manufactured with Zinc Borate and designated on the product’s label as “ZB” (the “ZB Product”). A “ZB Resistance Issue” is defined as damage to ZB Product (i) caused by a failure of the ZB Product to resist termites or fungal decay (ii) that results in structural damage to the ZB Product to an extent that the ZB Product is no longer able to perform its intended function as sheathing or sub-flooring in a Structure.

- a) Limited Warranty - In the event of a ZB Resistance Issue, for ZB Product appropriately installed as sheathing or sub-flooring in a Structure, for a period of twenty (20) years from the date of installation, provided that the ZB Product is transported, stored, handled, and installed in strict accordance with the Instructions and the claim is not otherwise excluded, LP will provide the remedy set forth in paragraph (b) below. NOTE: Some amount of termite activity on the ZB Product may occur as the borate works to resist termites, which activity is not covered by this limited warranty unless it constitutes a ZB Resistance Issue, and other, specific exclusions and modifications regarding ZB Product are set forth below.

- b) Limited Warranty Remedy - If the ZB Product has not been installed, LP will, at its option, refund the original purchase price of the affected ZB Product or replace the affected ZB Product; or, if after installation, LP will pay the cost to, at its option, repair or replace the affected ZB Product, including the reasonable cost of labor and material, as established by independent construction cost estimator RSMeans, but with total costs to be paid by LP under this Section 2(b) not to exceed two (2) times the original purchase price of the affected ZB Product. These are the Owner’s sole and exclusive remedies for any non-conformance of or alleged defect in the ZB Product or any damage caused by the ZB Product. Except as expressly provided in this ZB Limited Warranty, no other costs incurred by Owner relating to damaged ZB Product will be reimbursed, including but not limited to costs of removal, disposal, or labor, or any other consequential damages.

#### **Exclusions**

The following subparagraph 3(a) exclusions in the Standard Limited Warranties are modified as follows:

- regarding damage to the Product caused by termites, for ZB Product, this exclusion is limited to minor surface grazing by termites which does not constitute a ZB Resistance Issue; and
- regarding damage to the Product caused by wood fungal decay, for ZB Product, this exclusion is limited to the presence of fungi on the surface of the ZB Product which does not constitute a ZB Resistance Issue.

This ZB Limited Warranty does not cover or provide a remedy for: damage caused by termites, termite activity, or fungal decay (i) that is not or does not result in a ZB Resistance Issue; (ii) that results from termite activity or fungal decay existing prior to installation of the ZB Product; (iii) that results from wet or damp

crawlspaces or any other areas of the Structure which have moisture problems, rot, fungi, or mold due to faulty plumbing, leaks, dampness due to drains, condensation or leaks from roofs, eaves, windows or doors, flooding or other unusual exposures to water or moisture; (iv) that results from failure to maintain the Structure free from avenues that allow termites to access the Structure, including foam insulation at foundation, earth-wood contact, faulty grade, firewood against the Structure, insufficient ventilation, wood debris in crawlspace, wood mulch, tree branches or landscape timbers touching the Structure, or adjacent wood rot; or (v) to any component of the Structure other than the ZB Product, under any circumstances.

For further information, contact:

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 **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).**

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STS0013 08/01/2025