

LP® SmartSide® Prorated 50-Year Limited Warranty and Arbitration Agreement – Exterior Use

The provisions and terms of this Prorated 50-Year Limited Warranty and Arbitration Agreement – Exterior Use (the “Limited Warranty”) apply exclusively to LP® SmartSide® Lap Siding, Panel Siding, Panel Siding with SmartFinish®, Panel Siding with SilverTech®, Vertical Siding, NickelGap Siding, Cedar Shakes, Trim & Fascia, and Soffit (each, the “Product”) sold by Louisiana-Pacific Corporation (“LP”) when installed on the exterior of a Structure permanently located in the United States, its territories, or Canada (except Quebec, which has its own version). **Different limited warranty terms and exclusions apply under the (i) LP® SmartSide® 10-Year Limited Warranty and Arbitration Agreement for Accessories and Non-Standard Applications, and (ii) LP® SmartSide® and BuilderSeries® 90-Day Limited Warranty for Interior Use.**

Who Is Covered: This Limited Warranty is made to the original retail purchaser of the Product, the original owner of the Structure, and the next owner of the Structure (collectively referred to as “Owner”). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the Product or the Structure.

BY INSTALLING AND/OR RETAINING THE PRODUCT, OWNER AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THIS LIMITED WARRANTY WHICH REQUIRE BINDING ARBITRATION AND WAIVING CLASS ACTION CLAIMS.

1. Definitions That Apply

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

“Structure” is defined as the building on which the Product is originally installed.

“Project” is defined as one or more Structures built as part of a single construction project, subdivision, or development by a builder or general contractor.

“Buckling” is defined as Product that is 3/8 inch (10 mm) or more out of plane within a length no greater than 24 inches (610 mm) when installed directly

to framing or to wood structural panels on framing spaced up to 24 inches (610 mm) o.c. (this definition does not apply to trim products).

NOTE: However, notwithstanding the foregoing, waviness caused by any of the following is not considered Buckling: misaligned framing, crooked or bowed studs and/or sheathing, foundation or wall settling, improper nailing, attachment over foam sheathing, or any other cause unrelated to the Product. Warranty coverage for Buckling requires installation at the stud spacing specified in this definition and in strict accordance with the Instructions.

“Overlay Issues” is defined as cracking, peeling, separating, chipping, flaking or rupturing of the surface overlay.

“ZB Resistance Issue” is defined as damage to the Product (i) caused by a failure of the borate-based SmartGuard® process to resist termites or fungal decay (ii) that results in structural damage to the Product to an extent that the Product is no longer able to perform its intended function as siding, soffit, or trim. NOTE: Some amount of termite activity on the 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 regarding the SmartGuard® process are set forth below in Section 3(b).

“Substrate Damage” is defined as Buckling, Overlay Issues or a ZB Resistance Issue (i) caused by a manufacturing defect in the Product and (ii) resulting in a reduction of the Product’s structural strength that prevents the Product from performing its intended function as siding, soffit, or trim.

“Hail Damage” is defined as a crack or chip in the surface overlay or dent in the substrate of the Product that exceeds 3/8 inch (10 mm) in length or diameter, and is caused by hail.

“Instructions” is defined as (i) LP’s instructions and other recommendations applicable to the Product in effect on the date of installation as found at

www.lpcorp.com/literature, including technical notes/bulletins and instructions for transporting, storing, handling, application, installation, finishing, care, and maintenance of the Product, and (ii) any applicable requirements of an AHJ (governmental or non-governmental authority having jurisdiction) or design professional of record for the Project or Structure.

2. Length of Coverage and What LP Will Do

Building materials like the Product must be properly handled and installed and carefully integrated with other building materials that make up the Structure, and are subjected to wear and tear over time. The way such building materials perform is dependent on various factors. It is imperative that installers follow all manufacturers' instructions, that the Product be used as intended, and that homeowners maintain the Structure and all building materials as required.

(i) Substrate Limited Warranty

- a) Limited Warranty - In the event of Substrate Damage or any failure to conform to any implied warranty not effectively disclaimed herein, for a period of fifty (50) years from the date of installation, provided that the Product is transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions and the claim is not otherwise excluded, LP will provide the remedy set forth in paragraph (b) below. **Notwithstanding the foregoing, the above warranty as to Buckling is further limited to where the Product is installed at the stud spacing specified in the Buckling Definition.**
- b) Limited Warranty Remedy - If the Product has not been installed, LP will, at its option, refund the original purchase price of the affected Product or replace the affected Product; or, if after installation, LP will: (i) during the first 5 years from the date of installation, compensate the Owner for the cost of labor and material to, at its option, repair or replace the affected Product, including the reasonable cost of labor and material, as established by independent construction cost estimator RSMeans; or (ii) during the 6th through 50th years from the date of installation, compensate the Owner for the material cost of the affected Product or a similar wood-based siding or trim product (no labor or other charges shall be paid) less an annual pro-rata reduction of 2.22% per year (for example, 6th year - 2.22%, 7th year - 4.44%, etc.) (the "Proration Schedule"), but with total costs to be paid by LP under this section 2(b)(ii) not to exceed two (2) times the original purchase price of the affected Product. **Notwithstanding the foregoing, in no event will LP be liable for any amount, damages, or claims of any kind exceeding \$500,000 per Project.**

(ii) Hail Damage Limited Warranty

- a) Limited Warranty - In the event of Hail Damage, for a period of fifty (50) years from the date of installation, provided that the Product is, where

applicable, transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions and the claim is not otherwise excluded, LP will provide the remedy as set forth in paragraphs (b) and (c) below, subject to the following exclusions: (i) any damage caused by a storm in which hail was larger than 1.75 inches (45 mm) in diameter; (ii) any damage to the surface or primer that does not qualify as Hail Damage; or (iii) any injury to persons or property caused by hail-damaged Product.

- b) Owner must meet all the following requirements in order to be eligible for payment under this Hail Damage Limited Warranty: (i) LP must be able to inspect the Product in place to determine whether any pieces have Hail Damage; (ii) Owner must provide reliable evidence that the hailstorm causing the Hail Damage had no hailstones larger than 1.75 inches (45 mm) in diameter (such evidence may include a report from a reliable third party such as the National Oceanic and Atmospheric Administration Storm Prediction Center); and (iii) Owner must first file a claim with his or her property owner's insurance carrier, or any other applicable policy, and pursue the cost of repair or replacement through insurance. Owner must provide proof of the claim and the carrier's response and must affirm that no other claims were paid or are pending.
- c) Limited Warranty Remedy - If the insurance claim proceeds are insufficient to repair or replace the Product with Hail Damage, LP will pay Owner the cost of material (no labor) necessary to replace the square footage of Product with Hail Damage (determined using the current retail price per square foot for the same or similar Product in the same geographic region as the property), less the insurance proceeds received by Owner for the same product and less the deductible amount associated with those proceeds. The payment amount shall then be reduced according to the applicable Proration Schedule. If the above calculation yields a negative number, LP shall owe no payment to Owner.

These are the Owner's sole and exclusive remedies for any non-conformance of or alleged defect in the Product or any damage caused by the Product. Except as expressly provided in this Limited Warranty, no other costs incurred by Owner relating to damaged Product will be reimbursed, including but not limited to costs of removal, disposal, or labor, or any other consequential damages.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 08/01/2025.

3. What Is Not Covered: Exclusions

This Limited Warranty does not cover or provide a remedy for:

- a) Substrate Damage, Hail Damage, or any other damage to the Product caused by:

- (i) failure to strictly follow the Instructions or failure to care for or maintain the exterior cladding or building envelope to prevent water infiltration;
 - (ii) the construction process, or failure to properly cut, prime, or paint the Product;
 - (iii) misuse or abuse of the Product;
 - (iv) impact or accidental damage to the substrate or surface of the Product;
 - (v) alteration of the Product other than as allowed in the Instructions;
 - (vi) any lack of compatibility between the Product and any other product not manufactured by LP, including, without limitation, the corrosion of fasteners, hardware, or any other materials, metal or otherwise, used to fasten the Product or to fasten anything to the Product;
 - (vii) sawing or ripping the Product lengthwise or removing the surface of the Product or the factory edge (except as expressly authorized in the Instructions, if applicable);
 - (viii) improper transport, storage, handling, or exposure of the Product, including exposure to moisture during any part of the construction process that is abnormal or in violation of the Instructions or industry standards for protecting siding materials prior to finishing;
 - (ix) improper or inadequate design, detailing, or construction of the framing or Structure, including the walls, cladding, windows, doors, roofing materials, openings, or other penetrations on or around which the Product is installed;
 - (x) failure of or improper installation of third-party flashings or water management details or systems;
 - (xi) the process of moving or transporting a moveable Structure (e.g., modular, mobile, or tiny homes, sheds, and other utility structures) after installation of the Product, but only where damage is directly related to such moving or transport;
 - (xii) alterations to the Structure or installation of equipment after installation of the Product;
 - (xiii) animals, termites or other insects (except where a ZB Resistance Issue exists);
 - (xiv) minor surface grazing by termites which does not interfere with the Product's ability to perform as siding, soffit or trim (except where a ZB Resistance Issue exists);
 - (xv) wood fungal decay, mold or mildew (except where a ZB Resistance Issue exists);
 - (xvi) spills, harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, gasoline, oil, pollution, scratching, abrading, or surfactant leaching;
 - (xvii) installation or exposure that allows for the accumulation of frost, condensation, moisture (including water vapor), standing water, repetitive wetting conditions, or submersion;
 - (xviii) inadequate ventilation or the lack of a vapor retarder under the Structure; or
 - (xix) hurricane, tornado, windstorm, lightning, fire, earthquake, flood, hail (except as covered under the Hail Damage Limited Warranty), acts of God, or other similar causes beyond the control of LP.
- b) 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 existing prior to installation of the Product; (iii) that results from 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 sources of water or moisture in the Structure; (iv) that results from failure to maintain the Structure free from foam insulation at foundation, grade-wood contact, faulty grade, firewood against Structure, insufficient ventilation, wood debris in crawl space, wood mulch, tree branches touching Structure, landscape timbers, or wood rot; or (v) to any component of the Structure other than the Product, under any circumstances.
 - c) Product applied to Structures located outside the United States, its territories, or Canada (Product sold outside these locations is "as-is", with no express or implied warranties provided by LP).
 - d) Surface or edge swelling or edge checking (minor swelling and checking occur normally in all wood and wood-based products as they expand and contract in response to changes in climatic conditions), except where Substrate Damage exists.
 - e) Non-structural surface cracks or imperfections (except where Substrate Damage or Hail Damages exists).
 - f) Product not installed by a licensed contractor and/or in strict compliance with all applicable building codes and Instructions.
 - g) Any interior installation or Non-Standard Application.
 - h) Costs associated with damage to the Product or caused by the Product (other than the remedies set forth in Section 2 above), including but not limited to Product removal, disposal, or replacement, or damage to any other property.
 - i) Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions.

- j) Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
- k) Use or installation of the Product in contact with the ground or in any application which allows for the accumulation of condensation or other free water or which subjects the Product to a repetitive wetting condition at any time other than normal exposure to weather during ordinary construction periods.
- l) Damage resulting from re-manufacture, modification, alteration or processing of the Product by anyone other than LP.
- m) Any aesthetic issue caused by face-nailing the Product.
- n) Damage to any other component of the Structure, for any reason.

4. How to Make a Claim

Compliance with each of the requirements set out below in sections (a) and (b) is a condition of LP's obligations under this Limited Warranty. The failure to comply with any one or more of the items shall void any rights Owner may have against LP.

- a) Any Owner seeking remedies under this Limited Warranty must notify LP Siding Warranty Services at 888-468-1417 within 30 days after discovering a condition upon which they intend to make a claim under this Limited Warranty, and before beginning any repair. This notice must include the production date and mill identity number noted on the Product and the date on which installation of the Product was completed (where applicable). It is the Owner's responsibility to establish - through invoices, receipts, contractor's billings or any other form of reliable documentation - the date of installation of the Product, ownership of the Product by Owner, and, where necessary, the purchase price of the affected Product.
- b) LP must be given an opportunity to inspect the Product upon reasonable notice to the Owner and must be allowed to enter the property or Structure to inspect the Product, including removal of components as necessary to access the Product.

5. Other Limitations

- a) Exclusion of Other Remedies

IN NO EVENT WILL LP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR RESULTING DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE (INCLUDING DAMAGE TO OTHER BUILDING COMPONENTS), LOST PROFITS, OR LOSS OF USE.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential

damages, so the above limitation or exclusion may not apply to you.

- b) Disclaimer of All Other Warranties, Express or Implied

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. LP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF 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 BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE SHORTEST PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. NO OTHER WARRANTY, EXPRESS OR OTHERWISE, HAS BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF LP WITH RESPECT TO THE PRODUCT, INCLUDING ANY ADVERTISING WARRANTIES.

Some states and provinces do not allow such limitations of implied warranties in all circumstances, so the above limitations may not apply to you.

- c) No Waiver

LP may choose to extend benefits in certain circumstances beyond what is provided in this Limited Warranty. In that event, LP does not and has not waived its right to strictly enforce the warranty terms, including all disclaimers, limitations, and exclusions, in any and all other circumstances.

- d) Enforceability

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state, or province to province. The provisions of this Limited Warranty do not preclude the operation of any applicable state law or provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in this Limited Warranty. If any provision of this Limited Warranty is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Limited Warranty.

6. Agreement to Mandatory Binding Arbitration and Class Action Waiver

- a) By (i) installing the Product, or (ii) retaining the Product for 30 days after installation, or (iii) purchasing or taking ownership of a structure on which the Product is already installed, Owner and LP agree and Owner accepts that:

EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND LP ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED

WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

- b) THE ARBITRATION SHALL BE INITIATED AND ADMINISTERED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.) AND THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) (www.adr.org), UNLESS ANOTHER ARBITRATION SERVICE IS AGREED TO IN WRITING BY BOTH PARTIES. EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN COSTS AND FEES INCURRED IN ARBITRATION, INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES; PROVIDED, HOWEVER, THAT LP WILL PAY ANY FEES AND COSTS THAT ARE REQUIRED BY LAW OR THE AAA, UNDER THE CONSUMER ARBITRATION RULES OR OTHERWISE. BOTH SIDES ARE ENTITLED TO REASONABLE DISCOVERY. IF ANY PARTY INTENDS TO HAVE AN EXPERT TESTIFY, THE OTHER PARTY SHALL BE ENTITLED TO AN EXPERT REPORT AND TO TAKE THE EXPERT'S DEPOSITION DURING DISCOVERY.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME INDIVIDUALIZED RELIEF AS WOULD A COURT OF COMPETENT JURISDICTION AND SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO CASE

SHALL THE ARBITRATOR BE AUTHORIZED TO ADJUDICATE CLASS ACTION CLAIMS AGAINST LP OR TO OTHERWISE ORDER A SIMILAR CONSOLIDATION OF INDIVIDUAL CLAIMS AGAINST LP.

NOTWITHSTANDING THE FOREGOING, A CLAIM BY AN INDIVIDUAL OWNER SEEKING RELIEF OF \$10,000 OR LESS MAY BE PURSUED INDIVIDUALLY IN SMALL CLAIMS COURT SO LONG AS THE CLAIM IS MADE INDIVIDUALLY AND NOT AS PART OF A CLASS OR A CONSOLIDATED ACTION.

- c) **CLASS ACTION WAIVER:** OWNER WAIVES THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION IN ANY FORUM. ANY ARBITRATION (OR SMALL CLAIMS COURT ACTION, IF AUTHORIZED ABOVE) WILL BE ON AN INDIVIDUAL BASIS ONLY AND CONSOLIDATED ACTIONS ARE NOT PERMITTED. OWNER AND LP AGREE THAT: (i) ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN OWNER AND LP ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE BROUGHT AND CONDUCTED AND DETERMINED INDIVIDUALLY, NOT AS A CLASS, AND (ii) THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE OR SEEK CLASS TREATMENT. IF FOR ANY REASON THE FOREGOING CLASS ACTION WAIVER IS FOUND TO BE INVALID OR UNENFORCEABLE, THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID.

For further information, contact:

Siding Warranty Services: 888-468-1417

Email: sidingwarranty@lpcorp.com

Write: Louisiana-Pacific Corporation

1610 West End Ave., Suite 200

Nashville, TN 37203

Website: 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.**

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