

LP® Structural Solutions

Premium Sub-Floor Adhesive Lifetime Limited Warranty and Arbitration Agreement

The provisions and terms of this Lifetime Limited Warranty and Arbitration Agreement (the "Limited Warranty") apply to LP Legacy® Premium Sub-Flooring Adhesive (the "Product") sold by Louisiana-Pacific Corporation ("LP") when installed as part of an Assembly (defined below) in a Structure permanently located in the United States, its territories, or Canada.

Who Is Covered: This Limited Warranty is made to the original retail purchaser of the Product and the original 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:

"Assembly" is a sub-floor assembly constructed with the following components: (i) LP Legacy® Premium Sub-Flooring or LP® TopNotch® 350 Series Sub-Flooring (collectively, the "Panels"); (ii) LP Legacy® Premium Sub-Flooring Adhesive; (ii) prefabricated wood I-joists, structural composite lumber, or wood trusses; and (iii) ring-shank, screw shank, or similar deformed fasteners.

"Structure" is defined as the building in 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.

"Instructions" is defined as LP's instructions and other recommendations applicable to the relevant LP products in effect on the date of installation as found at www.lpcorp.com/literature, including instructions and recommendations for transporting, storage, handling, and installation.

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.

In the event an Assembly exhibits noise or squeaking caused by movement or friction between the LP Panels and the fasteners because the Product is not bonding the LP Panels to the engineered wood framing members, or any failure of the Product to conform to any implied warranty not effectively disclaimed herein, for an Assembly that is installed properly and in accordance with all respective Instructions, during the lifetime of the Assembly, , and the claim is not otherwise excluded, LP will provide the following remedy: LP will pay the cost to remedy the noise or squeak (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 not to exceed \$1,000 per Structure. **Notwithstanding the foregoing, in no event will LP be liable for any amount, damages, or claims of any kind exceeding \$200,000 per Project.**

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) Any noise, squeak, or damage resulting from:
 - (i) failure to strictly follow the Instructions for the Product;
 - (ii) failure to strictly follow the Instructions for the components of the Assembly, including, without limitation, the instructions for the Panels;
 - (iii) unusual or unexpected movement in the Structure that breaks or otherwise affects the bond created by the Product;
 - (iv) alteration or use of the Product other than as allowed in the Instructions;
 - (v) improper or inadequate design, detailing, or construction of the framing or Structure, including the sub-floor system and the Assembly;
 - (vi) poorly mated tongue and groove joints;
 - (vii) alterations to the Structure or moving the Structure after installation of the Product;
 - (viii) termites or other wood-destroying organisms;
 - (ix) exposure of the Product or the Assembly to condensation, moisture (including water vapor), standing water, repetitive wetting conditions, or submersion;
 - (x) wood fungal decay, mold, or mildew;
 - (xi) use or installation of the Product in an exterior application or in an interior space that creates an exterior-like environment; or
 - (xii) hurricane, tornado, windstorm, lightning, fire, earthquake, flood, acts of God, or other similar causes beyond the control of LP.
- b) Any noise or squeak other than as described in Section 2 above.
- c) Use of the Product with sub-flooring other than one of the two types of Panels listed above (use of the Product except with an Assembly is "as-is", with no express or implied warranties provided by LP).
- d) Use of the Product after its printed expiration date.
- e) Any Assembly not installed in strict compliance with all applicable building codes and requirements.
- f) Costs associated with repair to the Assembly other than the remedies set forth in Section 2 above, including but not limited to, removal, disposal, or replacement of the Product or Assembly.
- g) Poor workmanship, including but not limited to, applying the Product to an unclean surface or improper fastening of the Assembly.
- h) Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.

- i) 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 Warranty Services at 800-642-7881 within 30 days after discovering a condition upon which they intend to make a claim under this Limited Warranty, and before beginning any repair. It is the Owner's responsibility to establish - through invoices, receipts, contractor's billings, or any other form of reliable documentation - ownership of the Product by the Owner and that LP's Product was used in the installation.
- b) LP must be given an opportunity to inspect the Assembly 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 in 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:

LP Warranty Services : 800-642-7881

Email: nashville.warranty@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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