1. WARRANTY COVERAGE

This warranty applies to the original retail purchaser ("Purchaser") of LP® FlameBlock® Class A Fire Retardant OSB structural sheathing panels with Pyrotite (the "Product") and to any owner of a building in which the Product is originally installed (together, the "Owner"). Louisiana-Pacific Corporation ("LP") warrants that its Product will:

a. At the time of manufacture, meet or exceed the manufacturing standards under U.S. Product Standard PS2 and will exhibit none of the following manufacturing defects: Delamination, cupping, warping, core voids and knotholes. Delamination is defined as a visible separation within the panel which results in reduction of the panel’s structural strength. Minor surface characteristics such as loose or folded surface flakes and/or minor edge swelling do not qualify as Delamination.

b. At the time of manufacture, meet or exceed the specified standard for Class A Fire Retardant Sheathing as defined by ASTM Standards E-84, E-108 and D-5516.

c. When installed in a wall or roof sheathing application or other application in which the Product is enclosed within a structure or sheathed by an exterior cladding material and maintained in accordance with LP’s applicable published Product installation and maintenance instructions in effect at the date of installation, will for a period of twenty (20) years from the date of installation perform as reasonably required of a structural sheathing material in the building in which the Product was originally installed.

d. When installed as roof sheathing that extends over eaves and the underside of the product is left exposed to the exterior (open soffit application) and maintained in accordance with LP’s applicable published Product installation and maintenance instructions in effect at the date of installation, will for a period of two (2) years from the date of installation perform as reasonably required of a structural sheathing material in the building in which the Product was originally installed.

If the Product is not in conformance with this limited warranty, LP’s liability is limited to the repair and replacement provisions in Section 4 below.

2. EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not provide a remedy for:

a. Damage to the Product caused by:
   (i) misuse or improper handling, installation or maintenance;
   (ii) alterations to the structure after the original installation of the Product;

b. Product not installed in compliance with all applicable building codes and/or not installed and maintained according to LP’s applicable published Product installation instructions in effect at the date of installation;

c. Installation workmanship;

d. Damage from termites or other wood destroying organisms;

e. Damage from or presence of wood fungal decay, rot, mold or mildew;

f. Damage resulting from an Owner’s failure to comply with the inspection and maintenance requirements set out under Section 6 of this warranty.

3. 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 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 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.

4. REMEDIES

This section provides for the sole remedy available to the Owner from LP for any Product nonconformance.

If any nonconformance of this warranty or any implied warranty is confirmed, LP, at its option, will repair or replace the non-conforming Product together with any affected surface materials, including reasonable cost of labor up to an amount equal to two (2) times the original purchase price of the nonconforming product.
5. EXCLUSION 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 limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

6. RESPONSIBILITY OF OWNER/PURCHASER

Compliance with each of the items set out below in Section 6(a) and 6(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 rights an Owner may have against LP.

a. Installation/Maintenance

(i) Product installation must be pursuant to installation guidelines and any remedial work promptly completed.

(ii) Full compliance with the installation and maintenance instructions in LP’S applicable published Product installation and maintenance guidelines.

(iii) The structure on which the Product is used must be in compliance with all applicable building codes.

(iv) Except with respect to use of the Product in an open eave application as described in Section 1(d) above, the Product cannot have been used in an exterior exposure or in an interior space that creates an exterior environment. The Product may not be in direct contact with the ground or used 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 during the warranty period other than rain conditions experienced during normal construction delays.

b. Claims

(i) Any Owner seeking remedies under this warranty must notify LP in writing within 30 days after discovering a possible nonconformity of the Product, and before beginning any permanent repair. The owner has a duty to mitigate any damages as quickly as reasonable. This written notice should include the date the Product was installed, if known, and the mill identity number noted on the grade stamp imprinted on the panel.

(ii) It is the Owner’s responsibility to establish the date of installation and all other facts required to establish its right to any relief under this warranty. The Owner should retain any records which would tend to prove when and how the Product was installed and maintained, including but not limited to: purchase invoices and receipts, contractor’s billings and installation obligations, service contracts, and building permits.

(iii) Upon reasonable notice, the Owner must allow LP’S agents to enter the property and building on which the Product is installed to inspect such Product.

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