

# 10-Year Prorated Limited Warranty

## 1. Warranty Coverage

This LP warranty applies to the original retail purchaser (“Purchaser”) of LP ProStruct Flooring with SmartFinish (the “Product”) and to any owner of a building in which the Product is originally installed (together “Owner”). This warranty is strictly limited to structures permanently located in the United States and Canada.

- a. Louisiana-Pacific Corporation (“LP”) warrants for a period of ten (10) years from the date of installation that its Product bearing the APA® rated RSIF (rated sturd-i-floor) mark will, when handled, stored, set-up and installed in accordance with LP’s applicable published Product installation instructions:
  - (i) Exhibit no Delamination. Delamination is defined as a visible separation within the panel that results in reduction of the panel’s structural strength. Minor surface characteristics such as loose or folded surface flakes do not qualify as Delamination; and
  - (ii) Perform as reasonably required of a structural flooring panel in the shed in which the Product was originally installed.
- b. LP warrants that, at the time of manufacture, its Product bearing the APA certification will meet or exceed the manufacturing standards/requirements for APA rated flooring.
- c. LP further warrants that the Product(s) have been treated with the borate-based SmartGuard® process during their manufacture to enhance their ability to resist structural damage due to fungal decay.

**If the Product fails to perform in conformance with this limited warranty, LP’s liability is limited to the repair, replacement provisions in Section 5 below.**

## 2. Claim Period

Subject to the period of warranty as described in Section 1, an Owner may make a claim for nonconformance with this warranty from the date an Owner purchases the Product until thirty (30) days after the Product is discovered to be non-conforming. All claims must be made within the time and in the manner established in Section 7 below.

## 3. Exclusions from Warranty Coverage

This warranty does not provide a remedy for:

- a. Damage to the Product caused by:
  - (i) misuse including but not limited to concentrated loads exceeding published load capacities in the installation instructions or improper handling, application or maintenance;
  - (ii) alterations to the structure after the original installation of the Product;
  - (iii) acts of God, such as lightning, wind storm, hurricane, tornado, hail, earthquake, flood or other similar severe weather or similar natural phenomena;
  - (iv) design, application or construction of the structure in which the Product is installed; and
  - (v) transport, storage or handling of the Product prior to installation;
- b. Installation workmanship;
- c. Cracks, tears, rips, delaminations, edge chipping and other damage to the overlay surface;
- d. Damage resulting from an Owner’s failure to comply with the inspection and maintenance requirements set out under Section 7 of this warranty.

THIS PRODUCT IS TO BE USED ONLY AS AN INTERIOR SHED FLOORING PANEL. USE IN PORCHES, RAMPS, STAIRS OR SIMILAR APPLICATIONS ARE NOT COVERED BY THIS 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 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.

## 5. Remedies

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

- a. In the event of a breach of these express limited warranties (or of any implied warranty not otherwise disclaimed), LP will:
  - (i) During the first 1 year from the date of installation, pay an amount equal to the cost (as established by an independent construction cost estimator, such as R. S. Means) of repairing or replacing any Products that fail to comply with the provisions of Section 1, or
  - (ii) During the 2nd through the 10th years from the date of installation, pay an amount equal to the cost of similar wood based replacement product, (no labor or other charges shall be paid) less an annual pro rata reduction of 11.11% per year (7th year, 66.66%; 8th year, 77.77%, etc.) such that from and after the 10th year the amount payable under this warranty will be zero.
- b. Any dispute concerning the meaning or applicability of the warranty shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a single arbitrator, the jurisdiction of the arbitrator over the dispute shall be exclusive, and the decisions of the arbitrator shall be binding on the parties and not subject to appeal and shall be enforceable in any court having competent jurisdiction.

## 6. 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.

## 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 rights an Owner may have against LP.**

### a. Installation/Maintenance

- (i) Product Application and Site Preparation must be completed as per LP's Application Instruction and per the Shed Manufacturer's Application Instructions.
- (ii) The structure on which the Product is used must be in compliance with all applicable shed requirements.
- (iii) 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 normal rain conditions experienced during construction or installation of the Product.

### b. Claims

- (i) Any Owner who is entitled to seek remedy under this warranty and who is eligible in accordance with the warranty period of Section 1 must notify LP in writing within 30 days after discovering a possible nonconformity of the Product, and before beginning any permanent repair. This written notice should include the date the Product was purchased 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 purchase and all other facts required to establish a right to 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.

Technical Service 800.450.6106 or Customer.Support@lpcorp.com

For further information, please call Customer Support at 800.450.6106, or write to: LP Corporation, 414 Union Street Suite 2000, Nashville, TN37219



Cal. Prop 65 Warning: Use of this product may result in exposure to wood dust, known to the State of California to cause cancer.

©2016 Louisiana-Pacific Corp, All rights reserved. LP, SmartGuard, ProStruct, and SmartFinish are trademarks of Louisiana-Pacific Corporation. APA is a registered trademark of APA-the Engineered Wood Association.

Note: Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call 800-450-6106. LPZB0168 01/16