

LP READYPEAK™ INTEGRATED ROOFING PRORATED LIMITED WARRANTY AND ARBITRATION AGREEMENT – NON-HABITABLE STRUCTURES

NOTE CAREFULLY: The provisions and terms of this Prorated 10-Year & 25-Year Limited Warranty and Arbitration Agreement (the “Limited Warranty”) apply exclusively to LP ReadyPeak™ Integrated Roofing planks and Accessories (defined below) manufactured by Louisiana-Pacific Corporation (“LP”) when installed on non-habitable structures constructed and sold for use in the United States, its territories, or Canada in accordance with the Instructions, as defined below.

Who Is Covered: This Limited Warranty is made to the original purchaser of the Product and the first purchaser of the Structure on which the Product is installed (collectively hereinafter referred to as “Owner”). This Limited Warranty cannot be assigned, sold, or transferred to any other person or entity, including any later owners of the Structure, and coverage under this Limited Warranty is terminated in the event the Structure on which the Product is installed is repossessed.

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 the purpose of this Limited Warranty, the following definitions are used:

“Plank” is defined as the LP ReadyPeak™ Integrated Roofing plank.

“Accessories” (or singular, “Accessory”) are defined as joint covers, ridge caps, and end caps sold by LP for use in conjunction with the Planks.

The Planks and the Accessories are collectively referred to as the “Product(s).”

“System” is defined as the Planks installed with the Accessories. NOTE: There are no remedies under this Limited Warranty except when the Planks are installed with the Accessories as a System in accordance with the Instructions, defined below.

“Structure” is defined as the non-habitable structure on which the Products are installed. A “non-habitable” structure is one that is not fit for occupancy, e.g., not fit or intended for living, sleeping, eating or cooking.

“Accessory Issue” is defined as a manufacturing defect in an Accessory that prevents the Accessory from performing its intended function.

“Delamination” is defined as visible separation between layers of a Plank’s OSB substrate that normally are properly compressed in the pressing operation.

“Plank Irregularity” is defined as visible cupping, warping, splitting, core voids, or Delamination of a Plank (i) caused by a manufacturing defect and (ii) resulting in a material reduction of the Plank’s structural strength that either adversely affects the performance of the Plank or causes a leak into the Structure. Conditions such as loose or folded surface flakes, or minor edge swelling or edge checking do not qualify as a Plank Irregularity.

“Coating Damage” is defined as cracking, peeling, or rupturing of the surface of the Plank (i) caused by a manufacturing defect and (ii) resulting in exposure of the Plank’s wood fiber to rain.

“Color Issue” is defined as discoloration of the Plank’s silicone coating or granules due to excessive fade, defined as greater than 5 delta E, CMC (2:1).

“Wind Damage” is defined as Planks or Accessories that blow off due to a manufacturing defect following the Products experiencing wind gusts up to, but not exceeding, 110 miles per hour.

“Hail Damage” is defined as a crack or tear in the silicone coating of a Plank caused by hail.

“Instructions” is defined to collectively refer to the LP instructions and recommendations applicable to the Products and in effect on the date of installation as found at www.lpcorp.com, including instructions for transporting, storing, handling, installation, finishing, care, and maintenance of the Products. Instructions includes care and maintenance instructions.

2. LENGTH OF COVERAGE AND WHAT LP WILL DO

Exterior building materials like the Products must be properly handled, installed, and maintained, and are subjected to wear and tear, and fade, over time. The length of time the Products will last is dependent on various factors. It is imperative that the installer and Owner strictly follow the Instructions and maintain the Products as required therein during the period of the Limited Warranty.

Limited Warranty

- a) For a period of 25 years from the date of installation, LP warrants that, if a Plank exhibits a Plank Irregularity or Coating Damage, LP will provide the remedy set forth below provided the Plank has been transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions in effect at the time of installation.
- b) For a period of 10 years from the date of installation, LP warrants that, if a Plank exhibits a Color Issue or Wind Damage, or if an Accessory exhibits an Accessory Issue or Wind Damage, LP will provide the remedy set forth below provided the Products have been transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions in effect at the time of installation.
- c) If any of the Products exhibit a condition listed in a) or b) above (or fail to conform to any implied warranty not effectively disclaimed herein), LP will: (i) during the first 5 years from the date of installation, compensate the Owner for the cost of labor and material to clean, re-touch, repair, or replace the affected Product, at LP's option, based on an estimate established by independent construction cost estimator RSMMeans, or (ii) during the 6th through the remaining years of the applicable Limited Warranty period, compensate the Owner for the cost of labor, based on an estimate established by independent construction cost estimator RSMMeans, to clean or re-touch the affected Product; provide material to replace (no replacement labor or other charges shall be paid) the affected Product; or return the purchase price of the affected Product, at LP's option, less an annual pro-rata reduction of 5% per year from the date of installation (for example, 6th year - 5%, 7th year - 10%, etc.) (the "Proration Schedule"), but with total costs to be paid by LP not to exceed two (2) times the original purchase price of the affected Product.

Hail Damage Limited Warranty

- a) For a period of 10 years from the date of installation, LP warrants that, if a Plank exhibits Hail Damage from hail, LP will provide the remedy set forth below provided that the Plank has been transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions in effect at the time of installation. Hail Damage is 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 silicone coating that does not qualify as Hail Damage; or (iii) any injury to persons or property caused by hail-damaged Products.
- 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 Planks 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 inch (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) If the insurance claim proceeds are insufficient to repair or replace the Planks with Hail Damage, LP will pay Owner the cost of material (no labor) necessary to replace the square footage of Planks 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 Structure), 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 Proration Schedule. If the above calculation yields a negative number, LP shall owe no payment to Owner.

2. LENGTH OF COVERAGE AND WHAT LP WILL DO (CONTINUED)

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

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Products is on or after 12/16/2021.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a)** A Plank Irregularity, Coating Damage, Wind Damage, Hail Damage, an Accessory Issue, or any other damage to the Products or System or otherwise caused by:
- i. failure to strictly follow the Instructions for the Products;
 - ii. failure to properly cut the Products;
 - iii. misuse or abuse of the Products;
 - iv. impact or accidental damage to the Products;
 - v. damage to the Products during handling or the construction process, including damage related to moving a Structure after installation of the Products;
 - vi. alteration of the Products other than as allowed in the Instructions;
 - vii. any lack of compatibility between the Products and any other product not manufactured by LP;
 - viii. sawing or ripping of the Planks lengthwise or removing the coating of the Planks except as expressly allowed in the Instructions;
 - ix. improper transport or storage of the Products;
 - x. improper or inadequate design, detailing, or construction of any aspect of the Structure on which the Products are installed, including the framing on which the Products are installed;
 - xi. failure of water management details or systems, or any non-LP components;
 - xii. moving, transporting, or altering the Structure after installation of the Products;
 - xiii. power washing or exposure to harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, pollution, mold, mildew, scratching, or abrading;
 - xiv. installation, exposure, or lack of maintenance that allows for the accumulation of moisture, standing water, organic matter, or submersion;
 - xv. foot traffic, or walking or standing on the Products;
 - xvi. trees and tree debris, limbs, ice damming, or airborne objects;
 - xvii. animals or insects;
 - xviii. wind (including gusts) that exceeds 110 miles per hour; or
 - xix. hurricane, tornado, 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)** Any Product or Structure installed within two miles of a coastline.
- c)** Products applied to Structures located outside the United States, its territories, or Canada (Products sold outside these locations is As-Is, with no express or implied warranties provided by LP).
- d)** Edge swelling or edge checking (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 a Plank Irregularity exists.
- e)** Products not installed in strict compliance with all applicable building codes, including ventilation requirements.
- f)** Costs associated with damage to the Products (other than the remedies set forth in Section 2 above), including but not limited to removal, disposal, or replacement of any Products.
- g)** Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
- h)** Damage resulting from re-manufacture, modification, alteration or processing of the Products by anyone other than LP.
- i)** Personal injury or death.

3. WHAT IS NOT COVERED: EXCLUSIONS (CONTINUED)

- j) Any change in the appearance of the Plank's silicone coating or granules due to the accumulation of dirt or other airborne materials deposited on the roof surface from the atmosphere (including streaking), except where fade causes a Color Issue.
- k) Damage to contents, personal property or 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 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 date on which installation of the Product was completed and Owner's proof of purchase. It is the Owner's responsibility to establish—through invoices, receipts, or any other form of reliable documentation—the date of installation of the Product and Owner's purchase of the Product or Structure.
- b) LP must be given an opportunity to inspect the Product within 90 days of notice, and upon reasonable notice to the Owner, LP must be allowed to enter the property and Structure on which the Product is installed to inspect 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 JUDICIAL ARBITRATION AND MEDIATION SERVICE (www.jamsadr.com), 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'S FEES AND EXPERT WITNESS FEES; PROVIDED, HOWEVER, THAT (i) LP WILL PAY ANY FEES AND COSTS THAT ARE REQUIRED BY LAW AND (ii) FOR ANY ARBITRATION FILED BY A CONSUMER RELATING TO PERSONAL OR HOUSEHOLD USE OF THE PRODUCT, LP WILL PAY OR REIMBURSE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS OVER \$100. BOTH SIDES ARE ENTITLED TO REASONABLE DISCOVERY. IF ANY PARTY INTENDS TO HAVE AN EXPERT TESTIFY ON THAT PARTY'S BEHALF, 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 RELIEF AS WOULD A COURT OF COMPETENT JURISDICTION AND SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE

RELATING TO THE SCOPE AND ENFORCEABILITY OF THIS AGREEMENT. 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.

CLASS ACTION WAIVER: ANY ARBITRATION (OR SMALL CLAIMS COURT ACTION, IF AUTHORIZED ABOVE) WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND/OR CLASS ACTIONS AND/OR CONSOLIDATED ACTIONS ARE NOT PERMITTED.

- c) 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, please contact:

Customer Service: 800-820-0325

Email: customer.support@lpcorp.com

Write: Louisiana-Pacific Corporation, 414 Union Street, Suite 2000, Nashville, TN 37219
www.LPCorp.com



For product catalog & complete warranty details, visit LPCorp.com

⚠ WARNING: 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.