

# LP® TOPNOTCH® 350 DURABLE SUB-FLOORING

## 50-YEAR LIMITED WARRANTY

### 1. WARRANTY COVERAGE

This LP warranty applies to the original retail purchaser (“Purchaser”) of an LP TopNotch 350 Series Panel or Panels (the “Product”) and to any owner of a building in which the Product is originally installed (together “Owner”).

- a. Louisiana-Pacific Corporation (“LP”) warrants for a period of fifty (50) years from the date of installation that its Product bearing the APA® certification will, when handled, stored and installed in accordance with the APA Design/Construction Guide – Residential and Commercial in effect at the date of installation and 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;
  - (ii) Perform as reasonably required of a structural flooring material in the building 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 under U.S. Product Standard PS2.
- c. LP further warrants for a period of two hundred (200) days from the date of purchase by the Purchaser that the Product will not require edge sanding due to swelling caused by water absorption during the construction phase of the project, provided the Product has been handled, stored and installed in accordance with the APA Design/Construction Guide – Residential and Commercial in effect at the date of installation and LP’s applicable published Product installation instructions.

**If the Product fails to perform in conformance with this limited warranty, LP’s liability is limited to the repair, replacement or payment 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 or improper handling, installation 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. Product not installed in compliance with all applicable building codes and/or not installed and maintained according to the APA Design/Construction Guide–Residential and Commercial in effect at the date of installation;
- c. Installation workmanship;
- d. Non-structural surface imperfections;
- e. Damage from termites or other wood destroying organisms;
- f. Damage from wood fungal decay, rot, mold or mildew; or
- g. Damage resulting from an Owner’s failure to comply with the inspection and maintenance requirements established under Section 7 of 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. If any nonconformance covered by Section 1(a) or 1(b) 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.
- b. If any nonconformance covered by Section 1(c) of this warranty is confirmed, LP will reimburse Owner for the reasonable cost of sanding the Product.
- c. 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 installation must be completed by a properly licensed contractor and any remedial work promptly completed.
  - (ii) Full compliance with the installation and maintenance instructions in the APA Design/Construction Guide-Residential and Commercial in effect at the date of installation.
  - (iii) The structure of which the Product is used must be in compliance with all applicable building codes.

- (iv) 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.

Customer Service: 800-648-6893  
Sales Office: 800-964-6310  
customer.support@lpcorp.com

**NOTE: LP periodically updates and revises its product information. To verify this version is current, call 800-648-6893.**



**For product catalog & complete warranty details, visit 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](http://www.P65Warnings.ca.gov/wood).

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LPTN0131 06/19