

LP WeatherLogic® 30-Year Limited Warranty and Arbitration Agreement

This 30-Year Limited Warranty and Arbitration Agreement (the “Limited Warranty”) applies to the LP WeatherLogic® Sheathing Panels and Seam & Flashing Tape products described herein and sold by Louisiana-Pacific Corporation (“LP”) when installed on structures permanently located in the United States, its territories, or Canada in accordance with the Instructions.

Who Is Covered: This Limited Warranty is made to the original retail purchaser of the LP WeatherLogic® Products, the original owner of the Structure on which the LP WeatherLogic Products are installed, and the next owner of that 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 LP WeatherLogic Products or the Structure on which those products are installed.

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:

“Panels” is defined as the LP WeatherLogic® Sheathing Panels. NOTE: The remedies under this Limited Warranty are shorter and more limited when the Panels are not used as a System.

“Seam Tape” is defined as the LP WeatherLogic® Seam & Flashing Tape. NOTE: There are no remedies under this Limited Warranty with respect to the Seam Tape except when used as a System.

“LP WeatherLogic® Products” refers to the Panels and the Seam Tape collectively.

“System” is defined as the Panels installed with the Seam Tape covering the joints between the Panels in accordance with the Instructions.

“Structure” is defined as the building on which the LP WeatherLogic® Panels or System are installed, including residential, commercial, and other types of properties, including multi-family.

“Project” is defined as one or more Structures built as part of a single construction project, subdivision, or development.

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

“Substrate Irregularity” is defined as visible cupping, warping, splitting, core voids, or Delamination (i) caused by a manufacturing defect in the Panel and (ii) resulting in a reduction of the Panel’s structural strength that prevents the Panel from performing its intended function as a structural panel in the Structure on which the Panel was originally installed. Conditions such as loose or folded surface flakes, minor edge swelling, or edge checking, that do not reduce the Panel’s strength, do not qualify as a Substrate Irregularity.

“Barrier Issue” is defined as:

- (i) the occurrence of liquid water passing through the water-resistive barrier created by the System that results in a measurable and quantifiable amount of liquid water that penetrates through the System and causes a reduction of the Panel’s structural strength that prevents the Panel from performing its intended function as a structural panel in the Structure on which the Panel was originally installed; or
- (ii) the occurrence of a measurable and quantifiable amount of air passing through the air-resistive barrier created by the System that causes the System to not perform its intended function.

Note: Liquid water or air that goes around rather than through the System, for example, at penetrations in the exterior wall or roof, or where the System or other building components have not been installed properly, is not a Barrier Issue.

“Overlay Issue” is defined as the visible separation of the water-resistive overlay from the OSB substrate that causes the System to not perform its intended function.

“Instructions” is defined as (i) LP’s instructions applicable to each of the LP WeatherLogic® Products and in effect on the date of installation as found at lpcorp.com/literature, including the Installation Manual and other instructions for handling, installation, care, and maintenance, and (ii) the APA Engineered Wood Construction Guide in effect on the date of installation.

2. LENGTH OF COVERAGE AND WHAT LP WILL DO

Building materials like the LP WeatherLogic® Products must be properly handled and installed and carefully integrated with



other building materials that comprise the wall or roof of a Structure. The way such building materials perform is dependent on various factors. It is imperative that installers follow all manufacturers' instructions and that homeowners maintain such materials as required.

- a. System Limited Warranty – For a period of thirty (30) years from the date of installation of the System, LP warrants that, if the LP WeatherLogic Products exhibit a Substrate Irregularity, Overlay Issue, or a Barrier Issue, LP will provide the remedy set forth in paragraph (b) below, provided that the LP WeatherLogic® Products are transported, stored, handled, and installed in strict accordance with the Instructions and the claim is not otherwise excluded.
- b. System Limited Warranty Remedy – In the event a Panel or System exhibits a Substrate Irregularity, Overlay Issue, or Barrier Issue (or any failure to conform to any implied warranty not effectively disclaimed herein): LP will pay the cost to repair or replace the affected LP WeatherLogic® Products, including the reasonable cost of labor and material as established by independent construction cost estimator RSMMeans, but with total costs to be paid by LP not to exceed three (3) times the material purchase price of the affected LP WeatherLogic® Products.

Notwithstanding the foregoing, in no event will LP be liable for any amount, damages or claims of any kind exceeding \$500,000 per Project.

- c. Panels-Only Limited Warranty – Where the Panels are installed without the Seam Tape, for a period of twenty (20) years from the date of installation of the Panels, LP warrants that, if a Panel exhibits a Substrate Irregularity, LP will provide the remedy set forth in paragraph (d) below, provided that the LP WeatherLogic® Panels are transported, stored, handled, and installed in strict accordance with the applicable Instructions and the claim is not otherwise excluded. Note: There is no coverage and no remedy for Panels that exhibit a Barrier Issue or an Overlay Issue, or any other type of damage, including, without limitation, any type of moisture damage, where Panels are installed without the Seam Tape, except for the Substrate Irregularity coverage provided herein.
- d. Panels-Only Limited Warranty Remedy – In the event a Panel exhibits a Substrate Irregularity (or any failure to conform to any implied warranty not effectively disclaimed herein): if the Panel has not been installed, LP will, at its option, refund the original purchase price of the affected Panel or replace the affected Panel; or, if after installation, LP will pay the cost to repair or replace the affected Panel, including the reasonable cost of labor and material as established by independent construction cost estimator RSMMeans, but with total costs to be paid by LP not to exceed three (3) times the material purchase price of the affected Panel.

Notwithstanding the foregoing, in no event will LP be liable for any amount, damages or claims of any kind exceeding \$500,000 per Project.

These are Owner's sole and exclusive remedies for any non-conformance of or alleged defect in the LP WeatherLogic® Products or any damage caused by the LP WeatherLogic® Products. 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, house wrap, or labor costs, will be reimbursed.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 7/20/2021.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a. A Substrate Irregularity, Overlay Issue, Barrier Issue, or any other damage to the LP WeatherLogic® Products or the System caused by:
 - i. failure to strictly follow the applicable Instructions or failure to care for or maintain the exterior cladding and building envelope to prevent water infiltration;
 - ii. misuse, abuse, impact or accidental damage to the LP WeatherLogic® Products or System;
 - iii. damage to the LP WeatherLogic® Products or System during the construction process;
 - iv. alteration of the LP WeatherLogic® Products or System other than as allowed in the Instructions, including, but not limited to, re-cladding or re-roofing after original installation;
 - v. improper transport or storage of the LP WeatherLogic® Products or System;
 - vi. improper or inadequate design, detailing, or construction of the Structure, including the walls, cladding, windows, doors, roofing materials, openings, or other penetrations on or around which the LP WeatherLogic® Products or System are installed;
 - vii. failure of or improper installation of third-party flashings or water management details or systems;
 - viii. alterations to the Structure or installation of equipment after installation of the LP WeatherLogic® Products or System;
 - ix. animals or insects;
 - x. fungal decay or rot, except where such qualifies as a Barrier Issue;
 - xi. mold or mildew which does not interfere with the LP WeatherLogic® Products' abilities to perform as structural sheathing or seam tape;
 - xii. use or installation of the LP WeatherLogic® Products or System in an exterior exposure or in an interior space that creates an exterior environment;
 - xiii. installation or exposure that allows for the accumulation of moisture, standing water, or submersion; or



- xiv. hurricane, tornado, fire, earthquake, flood, acts of God, or other similar causes beyond the control of LP.
- b. Surface or 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).
- c. A Barrier Issue caused by use of the Panels with seam tape not manufactured by LP; or any damage caused by (i) use of the Seam Tape with sheathing or any other product not manufactured by LP; or (ii) use of Panels with no water-resistive barrier when installed on walls or no underlayment when installed on roofs.
- d. LP WeatherLogic® Products or System not installed in strict compliance with all applicable building codes and Instructions.
- e. Costs or damage associated with the LP WeatherLogic® Products or System (other than the remedies set forth in Section 2 above), including but not limited to removal, disposal, or replacement.
- f. Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions or poor application of the Seam Tape.
- g. Use or installation of the LP WeatherLogic® Products in direct contact with the ground or in any application which allows for the accumulation of condensation or other free water or which subjects the LP WeatherLogic® Products to a repetitive wetting condition at any time other than normal exposure to weather during ordinary construction periods.
- 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 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. This notice must include the date on which installation of the LP WeatherLogic® Products was completed. It is the Owner's responsibility to establish—through invoices, receipts, contractor's billings or any other form of reliable documentation—the date of installation of the LP WeatherLogic® Products, ownership of the LP WeatherLogic® Products by the Owner, and, where necessary, the purchase price of the affected LP WeatherLogic® Products.
- b. LP must be given an opportunity to inspect the LP WeatherLogic® Products within 90 days of notice,

and upon reasonable notice to the Owner, LP must be allowed to enter the property or Structure on which the LP WeatherLogic® Products are installed to inspect the LP WeatherLogic® Products, including removal of components as necessary to access the LP WeatherLogic® Products.

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 LP WeatherLogic® Products (or any of them), or (ii) retaining Product for 30 days after installation, or (iii) purchasing or taking ownership of a Structure on which 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: 800-642-7881

Sales Office: 800-964-6310

Email: customer.support@lpcorp.com

Write: Louisiana-Pacific Corporation, 414 Union Street, Suite 2000, Nashville, TN 37219

www.lpcorp.com

LP 07/20/2021



Find all LP WeatherLogic® product literature at LPCorp.com/WeatherLogic

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.

Note: LP periodically updates and revises its product information. To verify this version is current, visit LPCorp.com.

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