

**1. LIMITED WARRANTY.** Georgia-Pacific Wood Products LLC (“GP”) provides the following limited warranties (“Limited Warranty”) with respect to DryMax<sup>®</sup> brand oriented strand board (“Product”) manufactured by GP or its affiliated U.S.-based Georgia-Pacific companies and installed as applicable in homes, buildings or Enclosed Cargo Trailers (as defined in Paragraph 1(e) below) located within the continental United States. PLEASE READ THIS DOCUMENT CAREFULLY AS THIS LIMITED WARRANTY IS SUBJECT TO THE TERMS AND CONDITIONS BELOW. GP warrants as follows:

**(a) TO THE ORIGINAL HOME OWNER**

**“Lifetime Limited Warranty.”**

(i) GP warrants to original owners of homes or buildings constructed with the Product and to owners who installed the Product for home or building improvements (“Original Home Owner”) that the Product will be free of Delamination (as defined in Paragraph 1(e) below) caused by a manufacturing or design defect.

(ii) GP further warrants to the Original Home Owner that Product bearing the APA<sup>®</sup>-The Engineered Wood Association certifications will, on the date of manufacture, meet the applicable Industry Standard (as defined in Paragraph 1(e) below).

This Lifetime Limited Warranty shall stay in effect for so long as an Original Home Owner owns the home or building. **This Lifetime Limited Warranty is non-transferrable unless GP expressly approves the transfer in writing, which approval is reserved to GP’s sole discretion.** Additional restrictions are set out in Paragraph 2 below.

**(b) TO THE HOME BUILDER AND CONTRACTOR, AND ORIGINAL HOME OWNER**

**“500-Day No Edge Sanding Warranty.”** For a period of five hundred (500) days from the date of your Product purchase, GP warrants to home builders and contractors, and Original Home Owners, that the Product purchased for installation in a home or building will not require edge sanding due to edge swell caused by moisture absorption. **This 500-Day No Edge Sanding Warranty is non-transferrable unless GP expressly approves the transfer in writing, which approval is reserved to GP’s sole discretion.** Additional restrictions are set out in Paragraph 2 below.

**(c) TO COMMERCIAL PURCHASERS**

**“Two Year Transferrable Limited Warranty.”** For a period of two (2) years from the date of manufacture, GP warrants that Product will be free from manufacturing defects preventing resale or installation by Commercial Purchasers (as defined in Paragraph 1(e) below). **This Two Year Limited Warranty is fully transferrable and shall apply to each subsequent Commercial Purchaser during the two years following its manufacture.** Additional restrictions are set out in Paragraph 2 below.

**(d) TO MANUFACTURERS OF ENCLOSED CARGO TRAILERS**

**“One Year Limited Warranty.”** To manufacturers of Enclosed Cargo Trailers, for a period of one (1) year from the date of Product installation in the interior flooring or interior sides of Enclosed Cargo Trailers, GP warrants that, on the date of manufacture, the Product will meet the applicable manufacturing standards under U.S. Product Standard PS-2 in effect at the time of manufacture. This standard is identical to the Industry

Standard, but Product manufactured for Enclosed Cargo Trailers is not marked with the APA-The Engineered Wood Association stamp for aesthetic reasons. **This One Year Limited Warranty is non-transferrable unless GP expressly approves the transfer in writing, which approval is reserved to GP’s sole discretion.** Additional restrictions are set out in Paragraph 2 below.

**(e) DEFINITIONS**

“Industry Standard” as used in this Limited Warranty means that any Product bearing the APA<sup>®</sup>-The Engineered Wood Association certifications will, on the date of manufacture, meet the applicable manufacturing standards under U.S. Product Standard PS-2 in effect at the time of manufacture.

“Delamination” means a visible separation between layers that normally receive adhesive at their interface and are firmly contacted in the pressing operation. Wood characteristics such as checking, leafing, splitting, and broken grain are not to be construed as Delamination.

“Warranted Condition” as used in this Limited Warranty means, as applicable, Product Delamination, Product that fails to meet the Industry Standard on the date of manufacture, Product manufactured for Enclosed Cargo Trailers that on the date of manufacture fails to meet the applicable manufacturing standards under U.S. Product Standard PS-2 in effect at the time of manufacture, Product that requires edge sanding within five hundred (500) days from the date of your Product purchase due to edge swell caused by moisture absorption or Product that has a manufacturing defect which prevents resale or installation, in each case subject to the terms and conditions of this Limited Warranty.

“Enclosed Cargo Trailer” means a trailer which is fully enclosed by a floor, roof and four walls such that the Product is not exposed to weather.

“Commercial Purchasers” as used in this Limited Warranty means individuals and entities holding title to Product as inventory for commercial resale, and home builders and contractors until installation of Product into homes or buildings.

“You” or “Your” as used in this Limited Warranty means, as applicable, the Original Home Owner, home builder or contractor, Commercial Purchaser, or Enclosed Cargo Trailer manufacturer recipient of this Limited Warranty.

**2. WHAT WE WILL DO; YOUR LIMITED REMEDY.**

**(a) TO THE ORIGINAL HOME OWNER**

**“Lifetime Limited Warranty.”** In the event of Product Delamination, or if Product fails to meet the Industry Standard on the date of manufacture, GP will, in its sole discretion, either repair or replace the nonconforming portion of the Product, or reimburse you twice the original retail purchase price of the nonconforming portion of the Product. If you are unable to establish the original retail purchase price, such shall be determined by GP in its reasonable discretion. GP’s repair or replacement of the nonconforming portion of the Product or reimbursement as described herein is GP’s only obligation with respect to the Product and also your sole and exclusive remedy for damage allegedly caused by, or a defect of any nature in, the Product.

**(b) TO THE HOME BUILDER AND CONTRACTOR, AND ORIGINAL HOME OWNER**

**“500-Day No Edge Sanding Warranty.”** If within a period of five hundred (500) days from the date of your Product purchase, the Product requires edge sanding due to edge swell caused by moisture

absorption, and you provide GP with written notice of your claim within those five hundred (500) days, GP will, in its sole discretion, reimburse your reasonable, documented out of pocket costs of edge sanding. Such reimbursement is GP's only obligation, and also your sole and exclusive remedy, for edge swell and any claims arising from or related thereto. This 500-Day No Edge Sanding Warranty does not cover any claims made after five hundred (500) days from the date of your Product purchase.

**(c) TO COMMERCIAL PURCHASERS**

"Two Year Transferrable Limited Warranty." GP will replace, without charge, any portion of the Product that is not saleable or installable because of a manufacturing defect for which GP is provided written notice of your claim within two (2) years from the date Product is manufactured. GP's replacement of the nonconforming portion of the Product is GP's only obligation with respect to the Product and also your sole and exclusive remedy for damage allegedly caused by, or a defect of any nature in, the Product. This Two Year Transferrable Limited Warranty does not cover any claims made more than two (2) years from the date Product is manufactured.

**(d) TO MANUFACTURERS OF ENCLOSED CARGO TRAILERS**

"One Year Limited Warranty." GP will, in its sole discretion, either repair or replace the portion of the Product installed in the interior flooring or interior sides of Enclosed Cargo Trailers which on the date of manufacture fails to meet the applicable manufacturing standards under U.S. Product Standard PS-2 in effect at the time of manufacture, or reimburse you twice the original retail purchase price of the nonconforming portion of such Product for which GP is provided written notice within one (1) year from the date of your first sale of the Enclosed Cargo Trailer to a third party, if the Product is installed in the Enclosed Cargo Trailer not more than two (2) years after the date of manufacture of the Product. You will have the responsibility to establish the sale date of the Enclosed Cargo Trailer by providing GP with invoices, shipping records or other documentary evidence reasonably requested by GP. If the original retail purchase price cannot be established by you, such shall be determined by GP in its reasonable discretion. GP's repair or replacement of the nonconforming portion of the Product or reimbursement as described herein is GP's only obligation with respect to the Product and also your sole and exclusive remedy for damage allegedly caused by, or a defect of any nature in, the Product. This One Year Limited Warranty does not cover any claims made after one (1) year from the date of your first sale of the Enclosed Cargo Trailer to a third party, or if the Product is installed in the Cargo Trailer more than two (2) years after the date of manufacture of the Product.

**3. WHAT YOU MUST DO: CONDITIONS OF LIMITED WARRANTY.**

Coverage under this Limited Warranty shall be subject to the following terms and conditions:

(a) Promptly following discovery of a Warranted Condition, you must provide written notice to GP at 133 Peachtree Street N.E., 14th Floor, Atlanta, GA 30303, Attn: Claims Manager. The notice must describe the location and details of the claimed defect and include photographs and any additional information reasonably requested by GP to investigate the claim. Original Home Owners must additionally provide proof that he or she is an Original Home Owner.

(b) Prior to beginning any permanent repair, you must allow GP or its agent a reasonable time (at least thirty (30) days after receipt by GP of all reasonably requested information) to enter the property and structure where the Product is installed to examine, photograph and take samples of the Product. Failure to follow the requirements of this Paragraph 3 may permit GP to void this Limited Warranty. GP is not responsible to the extent any Warranted Condition is worsened your failure to promptly report such claimed defect.

(c) With respect to any Dispute (as defined in Paragraph 7(a) below), including but not limited to any Dispute arising out of or relating to GP's denial or partial honoring of a warranty claim, you

must proceed to mandatory arbitration or small claims court, subject to the terms herein (**SEE ARBITRATION AGREEMENT IN PARAGRAPH 7**).

**4. WHAT YOUR LIMITED WARRANTY DOES NOT COVER.**

A Warranted Condition shall not include, and this Limited Warranty does not cover, any alleged Product claim resulting from or in any way attributable to: (a) Accident or abuse; (b) Misuse or misapplication, which includes any use or application of the Product other than for underlayment in a single layer floor or as flooring and walls within an Enclosed Cargo Trailer; (c) Failure to store, handle, install or maintain a Product carrying the APA-The Engineered Wood Association grade stamp, or a Product installed in Enclosed Cargo Trailers without such stamp, in accordance with: i) Form U450 entitled "Builder Tips Storage and Handling of APA Trademarked Panels" (available at [www.apawood.org/publications](http://www.apawood.org/publications)), ii) Form No. E30 entitled "APA Engineered Wood Construction Guide" (available at [www.apawood.org/publications](http://www.apawood.org/publications)), iii) standard building practices and all applicable building codes, or iv) otherwise in accordance with good and customary storage, handling, maintenance and installation practices in the building industry; (d) Improper or incompatible installation of other materials incorporated into the structure or Enclosed Cargo Trailer; (e) Repair of the Product or structure; (f) Failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the structure or movement of framing members; (g) Faulty structure design; (h) Wind or weight loads exceeding Product or structure design values; (i) Abnormal weather and use conditions, such as impact with objects, earthquake, flood, fire or other acts of God or nature; (j) Sustained cascading or pooling of water, immersion in water or other abnormal exposure to moisture, or exposure to moisture avoidable by good and customary maintenance practices; (k) Insuitability or performance deficiencies of any cladding, coating, finishes, coverings, paints, stains, coats, caulk, or other materials applied or attached to the Product; (l) Termites or other pests; (m) A third-party's actions, omissions or negligence; (n) Product manufactured by anyone other than GP or its affiliated U.S.-based Georgia-Pacific companies; or (o) Any cause, condition or circumstance that is excluded under any warranty that you may have given to any person or entity in your status, if applicable, as a home builder or contractor, Commercial Purchaser or Cargo Trailer Manufacturer. In addition, this Limited Warranty does not cover damage to any part of a home, building or Enclosed Cargo Trailer other than the nonconforming Product. This Limited Warranty is voidable by GP if the Product is installed in a home, building or Enclosed Cargo Trailer more than two (2) years after the date of manufacture of the Product.

**5. LIMITATION OF LIABILITY. IN NO EVENT WILL GP BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO, IN EACH CASE, THE PURCHASE, SALE OR USE OF THE PRODUCT, ANY WARRANTED CONDITION, OR ANY OTHER CLAIMED PRODUCT DEFECT OR DEFICIENCY.** Such limitation upon GP's liability includes, but is not limited to, loss of profits or of use of the Product, costs of installation, removal or reinstallation, damage to other property, diminution of value to property, or economic loss of any kind, whether based upon breach of warranty, breach of contract, tort or under any other legal or equitable theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This exclusion is intended to be independent from, and shall survive the failure of, any other liability limitation provided in this Limited Warranty.

**6. EXCLUSIVE REMEDY; DISCLAIMER. THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, AND WHETHER SUCH REMEDIES ARE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. GP HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF**

## **MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The above disclaimer shall not apply to the extent applicable consumer law prohibits the disclaimer of an implied warranty. Also, some states may not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. Any implied warranty that GP is required to provide under this Limited Warranty shall be for the minimum duration required by applicable law. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

**7. ARBITRATION AGREEMENT.** If GP is unable to resolve your warranty claim to your satisfaction or if there is any other Dispute, we each agree to resolve those Disputes through binding arbitration or small claims court, subject to the terms below, instead of in courts of general jurisdiction. In an arbitration proceeding, a neutral arbitrator, not a judge or jury, will decide any Disputes. The decision of the arbitrator will be final and binding.

(a) **Definitions:**

(i) As used in this document, the phrase "Arbitration Agreement" refers to the entirety of Paragraph 7 herein.

(ii) The terms "you" and "your" shall have the meaning as set forth in Paragraph 1 (e) above.

(iii) The term "Dispute(s)" shall mean and include any dispute, claim or controversy between you and GP that arises out of or relates to, in each case, the purchase, sale or use of the Product, any Warranted Condition or any other claimed Product defect or deficiency and/or to the Limited Warranty, whether based in contract, indemnity, statute, regulation, ordinance, tort (including, but not limited to, negligence, strict liability, fraud, misrepresentation, fraudulent inducement, or any other intentional tort), or any other legal or equitable theory. "Dispute" is to be given the broadest permitted meaning.

(iv) References to "GP," "you," and "we" include our respective parents, subsidiaries, affiliates, agents, employees, members, predecessors in interest, successors, and assigns.

(b) **Mandatory Arbitration:** **EXCEPT FOR DISPUTES OF \$10,000 OR LESS, WHICH MAY BE FILED IN SMALL CLAIMS COURT, YOU AND GP AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO FILE AN ACTION IN COURT. ANY ARBITRATION OR SMALL CLAIMS COURT ACTION WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

(c) **Settlement Demand:** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to GP should be addressed to: 133 Peachtree Street N.E., 14th Floor, Atlanta, GA 30303, Attn: Dispute Resolution ("Notice Address"). The Notice must (a) describe the nature and basis of the Dispute; and (b) set forth the specific relief sought. If you and GP do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or GP may commence an arbitration proceeding or an action in small claims court. The amount of any settlement offer made by GP or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GP is entitled.

(d) **CPR Rules:** You and GP agree that this Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs its interpretation and enforcement. All arbitrations shall be conducted on a confidential basis before the CPR International Institute for Conflict Prevention and Resolution ("CPR"). The CPR rules are available on its website, www.cpradr.org. Except as otherwise stated herein, the CPR Fast Track Arbitration Rules will apply in any arbitration hereunder. To initiate arbitration, you may send a letter requesting arbitration and describing your Dispute(s) to the CPR in accordance with the CPR procedures for initiating an arbitration, with a copy to GP at the

Notice Address. Alternatively, you may request that GP initiate the arbitration with the CPR by sending your request by letter to GP at the Notice Address. For Original Home Owners, the arbitration will take place in the county where you reside. For Commercial Purchasers, home builders and contractors, and Enclosed Cargo Trailer manufacturers the arbitration will take place in Atlanta, Georgia or another location mutually agreeable to the parties. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the CPR rules.

(e) **Arbitrator Powers:** The arbitrator is bound by the terms of this Arbitration Agreement and Limited Warranty, as written. You and GP agree that an arbitrator may only award such relief as a court of competent jurisdiction could, limited to the same extent as a court would limit relief pursuant to the terms of this Arbitration Agreement and any warranty applicable to you. All issues are for the arbitrator to decide, including the scope and enforceability of the arbitration provision as well as the arbitrability of Disputes. The arbitrator shall apply the law of Georgia without reference to choice of law rules, which law shall also govern interpretation and enforcement of this Arbitration Agreement and Limited Warranty. The arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) **Payment of Arbitration Fees and Costs:**

(i) **Original Home Owners:** **GP WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES.** You shall not be required to reimburse GP for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this Arbitration Agreement, GP will pay all fees and costs that it is required by law to pay, including payment of your attorney's fees and litigation costs if required by applicable law. **IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN GP'S LAST SETTLEMENT OFFER, GP WILL PAY THE AWARD AMOUNT PLUS A REASONABLE ATTORNEY'S FEE UP TO THE LESSER OF THREE TIMES THE AWARD AMOUNT OR \$7,500, ON CONDITION THAT YOU HAVE NOT DISCLOSED THE AMOUNT OF ANY SETTLEMENT OFFER MADE BY GP OR YOU TO THE ARBITRATOR IN BREACH OF PARAGRAPH 7(c) ABOVE .**

(ii) **Home Builders and Contractors, Commercial Purchasers and Enclosed Cargo Trailer manufacturers:** Each party shall bear its own costs of arbitration and be responsible for its share of the arbitration fees in accordance with the CPR rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to recover a reasonable attorney's fee and litigation costs for having to compel arbitration or defend or enforce the award.

(g) **Class Action Waiver:** **ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF: THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER HOMEOWNERS, BUILDING OWNERS, ENCLOSED CARGO TRAILER OWNERS OR PURCHASERS OF GP PRODUCTS, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

(h) **Jury Trial Waiver:** If for any reason this Arbitration Agreement is found to be unenforceable, you and GP each expressly

and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.**

(i) **Opt-Out Rights:** Notwithstanding any contrary provision of this Limited Warranty, GP hereby reserves the right to opt out of mandatory arbitration if named in a lawsuit by a third-party that is a defendant in a lawsuit brought by person or entity whose claims are governed by this Limited Warranty, and to require that all related Disputes governed by this Limited Warranty be resolved in such proceedings.

**8. EFFECTIVE DATE.** This Limited Warranty shall be effective with respect to Product manufactured on or after September 1, 2014 (the "Effective Date").

**9. ENTIRE AGREEMENT.** This document is the entire agreement between you and GP with respect to the Product and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written. No GP reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. The provisions of this Limited Warranty are severable. If any provision of this Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect. **NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON THE CLASS ACTION WAIVER HEREIN IS FOUND TO BE UNENFORCEABLE, THE ENTIRE ARBITRATION AGREEMENT SHALL BECOME NULL AND VOID.**

**10. MODIFICATION.** GP reserves the right to discontinue and/or modify the Product and/or this Limited Warranty at any time without notice, provided, however, that any modification to this Limited Warranty shall not apply to any Product for which this Limited Warranty is already in effect.

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