

## 25-Year Limited Warranty

### 1. WARRANTY COVERAGE

This LP warranty applies to the original purchaser ("Purchaser") of LP<sup>®</sup> TopNotch<sup>®</sup> 350 ZB OSB Sub-Flooring With Zinc Borate (the "Product"); the original owner of a building located in the United States or Canada in which the Product is installed; and to the next owner of that structure (together "Owner"). LP's express warranties may not be assigned to any subsequent owners of the structure. Louisiana-Pacific Corporation ("LP") warrants that its Product bearing the APA<sup>®</sup> trademark will:

- a. At the time of manufacture, meet or exceed the manufacturing standards under U.S. Product Standard PS2 and will exhibit none of the following manufacturing defects: Delamination, cupping, warping and core voids. Delamination is defined as a visible separation within the panel which results in reduction of the panel's structural strength. Minor surface irregularities such as loose or folded surface flakes and minor edge swelling do not qualify as Delamination.
- b. When handled, stored and installed in accordance with the APA Engineered Wood Construction Guide in effect at the date of installation and LP's applicable published Product installation instructions, for a period of twenty-five (25) years from the date of installation, will:
  - (i) perform as reasonably required of a structural sheathing material in the building in which the Product was originally installed;
  - (ii) resist termite damage affecting the Product's ability to perform as a structural sheathing panel; and
  - (iii) resist fungal degradation affecting the Product's ability to perform as a structural sheathing panel.
- 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 Engineered Wood Construction Guide in effect at the date of installation and LP's applicable published Product installation instructions.
- (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 Engineered Wood Construction Guide in effect at the date of installation and LP's applicable published Product installation instructions;
- c. Installation workmanship;
- d. Minor surface grazing by termites which does not interfere with the Product's ability to perform as a structural sheathing panel;
- e. The presence of mold or mildew on the surface of the Product which does not interfere with the Product's ability to perform as a structural sheathing panel; or
- f. Damage resulting from an Owner's failure to comply with the installation and maintenance requirements set out under Section 6 of this warranty.

### 3. 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.**

**If the Product is not in conformance with this limited warranty, the liability of LP is limited to the cost of repair or replacement provisions in Section 4 below.**

### 2. 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;

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### 4. 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 pay the cost of repair or replacement of the non-conforming Product together with any affected surface materials, including reasonable cost of labor, not to exceed three (3) times the cost of the Product.
- 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.

### 5. 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.

### 6. RESPONSIBILITY OF OWNER/PURCHASER

**Compliance with each of the items set out below in Section 6(a) and 6(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 pursuant to installation guidelines and any remedial work promptly completed.
  - (ii) Full compliance with the installation and maintenance instructions in the APA Engineered Wood Construction Guide in effect at the date of installation.
  - (iii) The structure on which the Product is used must be in compliance with all applicable building codes and local required termite and inspection control standards or practices.
  - (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 exposure to weather during ordinary construction delays.

#### b. Claims

- (i) Any Owner who is entitled to seek remedy under this warranty must notify LP in writing within 30 days after discovering a possible nonconformity of the Product, and before beginning any permanent repair. The Owner has a duty to mitigate any damages as quickly as reasonable. This written notice should include the date the Product was installed, if known, 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 installation 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.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Customer Service: (888) 820-0325  
customer.support@lpcorp.com

**⚠ Cal. Prop 65 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)

**NOTE:** Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call (888) 820-0325. More information is available at [LPCorp.com](http://LPCorp.com).

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