

Prorated 50-Year and 15-Year Limited Warranty and Arbitration Agreement

NOTE CAREFULLY: The provisions and terms of this Pro-Rated 50-Year and 15-Year Limited Warranty and Arbitration Agreement (the "Limited Warranty") apply exclusively to LP SmartSide ExpertFinish Trim & Siding (each, the "Product") manufactured by Louisiana-Pacific Corporation ("LP") when applied to structures permanently located in the contiguous United States, Alaska, Hawaii or Canada.

This Limited Warranty is made to the original retail purchaser of the Product, the original owner of the structure on which the Product is installed, and the next owner of that structure (collectively hereinafter referred to as "Owner"). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the structure.

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. Warranty Coverage and Remedy 50-Year Substrate Limited Warranty

- a) For a period of 50 years from the date the installation of the Product is completed, LP warrants that, if the Product exhibits (i) fungal degradation; (ii) buckling; or (iii) cracking, peeling, separating, chipping, flaking or rupturing of the surface overlay, LP will provide the remedy set forth below provided that the Product has been transported, stored, handled, installed, finished, and maintained in strict accordance with the LP SmartSide ExpertFinish Trim and Siding Application Instructions and the Care and Maintenance Guidelines (collectively, the "Instructions") in effect at the time of installation.

The Product is warranted against buckling (1)(a)(ii) above only when installed on walls with stud spacing at 16 inches on center or less and when transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions. Buckling is defined as 1/4 inch (6 mm) or more out of plane over a distance of 16 inches (406 mm). Waviness due to misaligned framing; crooked or bowed studs; foundation or wall settling; improper nailing; or any other cause unrelated to the Product, is not considered buckling.

b) Remedies Under the Substrate Limited Warranty

THIS SECTION 1(b) PROVIDES THE SOLE AND EXCLUSIVE SUBSTRATE REMEDY AVAILABLE TO A PURCHASER OR OWNER OF A STRUCTURE ON WHICH THE PRODUCT HAS BEEN INSTALLED.

In the event the Product fails to conform to the Substrate Limited Warranty (or any implied warranty not effectively disclaimed herein), LP will:

- (i) during the first 5 years after the date of installation, compensate the Owner for labor and materials based on an estimate established by independent construction cost estimator R.S. Means to repair or replace any Product that fails to comply with the provisions of Section 1(a) above, or
- (ii) during the 6th through the 50th years after the date of installation, compensate the Owner for the material cost of a similar wood-based siding or trim product (**no labor or other charges shall be paid**) less an annual pro rata reduction of 2.22% per year (for example, 6th year - 2.22%, 7th year - 4.44%, etc.) so that the amount paid under this warranty at the end of the 50th year will be zero.

c) Hail Damage Limited Warranty

(i) For a period of 50 years from the date the installation of the Product is completed, LP warrants that, if the Product exhibits "Impact Damage" from hail, LP will provide the remedy set forth below provided the Product has been installed, finished, and maintained in strict accordance with the Instructions in effect at the time of installation. "Impact Damage" under this Hail Damage Limited Warranty is defined as a crack, chip, or dent in the surface of the Product that exceeds 3/8 inch (10 mm) in length or diameter and is subject to the following exclusions:

- (1) Any damage caused by a storm in which hail was larger than 1.75 inches (45 mm) in diameter;
- (2) Any damage to the surface or finish of the Product that does not qualify as Impact Damage; and
- (3) Any injury to persons or property caused by hail damaged Product.

- (ii) Procedure; Proof of Impact Damage; and Amounts to be paid by LP.

Owners must meet all the following requirements in order to be eligible for payment under this Hail Damage Limited Warranty:

- (1) LP must be able to inspect the Product in place to determine whether any pieces have Impact Damage;
- (2) Owner must provide reliable evidence that the hailstorm causing the Impact 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 (NOAASPC); and
- (3) 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; then
- (4) If the insurance claim proceeds are insufficient to repair or replace the Product with Impact Damage, LP will pay Owner the material cost to replace the square footage of Product with Impact Damage (determined using the then-current retail price per square foot for the same or similar Product in the same geographic region as the property), 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 annual pro rata reduction schedule set forth in Section 1(b) of this Limited Warranty. If the above calculation yields a negative number, LP shall owe no payment to Owner.

No other costs incurred by the Owner relating to damaged Product, including but not limited to removal, disposal, housewrap, or labor costs, will be reimbursed under this Limited Warranty.

EFFECTIVE DATE: This Limited Warranty applies where the date of the retail purchase of the Product is on or after 02/07/2020.

2. Warranty Coverage and Remedy 15-Year Finish Limited Warranty

- a) For a period of 15 years from the date the installation of the Product is completed, LP warrants that, if under normal conditions and use, the factory-applied finish of the Product, (i) discolors due to chalking; (ii) peels, blisters, or cracks; (iii) erodes to the extent of exposing the substrate; or (iv) discolors due to yellowing or excessive fade >5 DE CMC (2:1), LP will provide the remedy set forth below provided that the Product has been installed and maintained in strict accordance with the Instructions in effect at the time of the installation.

- b) Remedies Under the Finish Limited Warranty

THIS SECTION 2(b) PROVIDES THE SOLE AND EXCLUSIVE FINISH REMEDY AVAILABLE TO A PURCHASER OR OWNER OF A STRUCTURE ON WHICH THE PRODUCT HAS BEEN INSTALLED.

If the factory-applied finish exhibits any of the conditions listed in paragraph 2(a) above:

- (i) during the first 5 years after the date of installation, LP will, at its option, and after inspection and verification, 1) compensate the Owner for labor and materials based on an estimate established by independent construction cost estimator R.S. Means to touch-up or refinish the affected Product with one coat of solid color, or 2) supply replacement material (no installation labor) to replace the affected Product.
- (ii) during the 6th through 15th years after the date of installation, LP will, at its option, and after inspection and verification, compensate the Owner for labor and materials based on an estimate established by independent construction cost estimator R.S. Means to touch-up or refinish the affected Product with one coat of solid color on a pro rata basis over the remaining 10 year period, from 100 percent during the 5th year and declining at a rate of 18 percent per year to the end of the 10th year, and 2 percent per year to the end of the 15th year, so that the amount paid under this warranty at the end of the 15th year will be zero.

LP's obligation under this Warranty shall in no event exceed the original purchase price of the Product. Any Product found to be unsatisfactory prior to installation, for any reason, must not be installed and must be returned to the dealer where it was purchased for replacement Product. LP will not be responsible in any way for labor or material if defective or unacceptable Product is knowingly installed.

3. Exclusion of Other Remedies

IN NO EVENT SHALL LP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

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.

4. Disclaimer of All Other Warranties, Express or Implied

- a) THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. LP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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.

- b) 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.

5. Certain Damages Excluded from Warranty Coverage

This Limited Warranty does not cover or provide a remedy for conditions caused by or damage resulting from:

- a) inadequate ventilation or improper construction;
- b) misuse, abuse, impact, or accidental damage to the finish or substrate;
- c) improper transport, storage, handling, application, installation, finishing, or maintenance; alterations to the structure after the original installation of the Product;
- d) acts of God, such as hurricane, tornado, hail, fire, earthquake, flood or other similar causes beyond the control of LP;
- e) improper or inadequate design, detailing, or construction of the wall system or structure on which the Product is installed;
- f) Product that is not installed, finished and maintained in strict accordance with the Instructions in effect at the time of the original installation;
- g) damage caused by harmful chemicals (including harmful cleaning compounds); surface damage due to pollution, mildew accumulation, scratching, or abrading;
- h) 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); or
- i) damage resulting from the Owner's failure to comply with the inspection and reporting requirements established under Section 6 of this Warranty.

6. Responsibility of Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) INCLUSIVE IS A CONDITION OF LP'S OBLIGATIONS UNDER THIS 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 the Limited Warranty must notify LP at 888-820-0325 within 90 days after discovering a possible nonconformity of the Product and before beginning any repair. This notice

must include the date on which installation of the Product was completed. It is the Owner's responsibility to establish the date of installation.

- b) LP must be given an opportunity to inspect the Product within 90 days of notice, and, upon reasonable notice to the Owner or Purchaser, LP must be allowed to enter the property or structure on which the Product is installed to inspect the Product.

7. 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.

8. Governing Law

All questions concerning the meaning or applicability of the Limited Warranty shall be decided under the law of the State of Tennessee without reference to choice-of-law rules.

This 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 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 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.

9. 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 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 FEE 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 call Customer Support at 888-820-0325, or write to: Louisiana-Pacific Corporation, 414 Union Street, Suite 2000, Nashville, TN 37219.

⚠ 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.



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Note: Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call 888-820-0325.

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