

LP® TechShield® 20-Year Limited Warranty and Arbitration Agreement

NOTE CAREFULLY: The provisions and terms of this 20-Year Limited Warranty and Arbitration Agreement (the “Limited Warranty”) apply exclusively to LP® TechShield® Radiant Barrier (the “Product”) sold by Louisiana-Pacific Corporation (“LP”), including Product treated during manufacture with Zinc Borate and designated on the Product’s label as “ZB” (the “ZB Product”), when installed on a structure permanently located in the United States, its territories, or Canada. **Please note that, as set forth below, certain terms and exclusions apply specifically to the ZB Product in addition to those that apply to the Product generally.**

Who Is Covered: 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 referred to as “Owner”). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the Product or the Structure on which the Product is 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:

“Structure” is defined as the building on which the Product is originally installed.

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

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

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

“Foil Delamination” is defined as widespread visible separation of the foil overlay from the OSB substrate or within the foil components (i) caused by a manufacturing defect in the Product that (ii) results in a material reduction of the Product’s ability to reduce radiant heat transfer through the roof or gable end wall and prevents the Product from performing its intended function as a radiant barrier.

“Instructions” is defined as (i) LP’s installation instructions and other recommendations applicable to the Product in effect on the date of installation as found at lpcorp.com/literature, including instructions for transporting, storing, handling, and installation, and (ii) the APA Engineered Wood Construction Guide in effect on the date of installation.

“ZB Resistance Issue” is defined as damage to the Product (i) caused by a failure of the ZB Product to resist termites or fungal decay and (ii) that results in structural damage to the Product to an extent that the Product is no longer able to perform its intended function as a structural panel on the Structure. NOTE: Some amount of termite activity on the Product may occur as the borate works to resist termites, which activity is not covered by this Limited Warranty unless it constitutes a ZB Resistance Issue, and other, specific exclusions regarding ZB Product are set forth below.

2. LENGTH OF COVERAGE AND WHAT LP WILL DO

Building materials like the Product must be properly handled and installed and carefully integrated with other building materials that make up the Structure. The way such building materials perform is dependent on various factors. It is imperative that installers follow all manufacturers’ instructions and that the Product be used as intended.

For a period of twenty (20) years from the date of installation of the Product, LP warrants that:

- a. **FOR ALL PRODUCT, INCLUDING ZB PRODUCT:** If the Product experiences a Substrate Irregularity or exhibits Foil Delamination, LP will provide the remedy set forth below, provided that the Product is installed in strict accordance with the Instructions; and
- b. **FOR ZB PRODUCT ONLY:** If the Product is a ZB Product, and experiences a ZB Resistance Issue, LP will provide the remedy set forth below, provided that the Product is installed in strict accordance with the Instructions.

The remedy for the limited warranties set forth above (or any failure to conform to any implied warranty not effectively disclaimed herein), is that: if the Product has not been installed, provided the Product has been transported, stored, and handled in strict accordance with the Instructions, LP will, at its option, refund the original purchase price of the affected Product or replace the affected Product; or, if after installation, LP will pay the cost to, at its option, repair or replace the affected Product, 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 under this Section 2 not to exceed two (2) times the original purchase price of the affected Product. **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 the Owner's sole and exclusive remedies for any non-conformance of or alleged defect in the Product or any damage caused by the Product. Except as expressly provided in this Limited Warranty, no other costs incurred by Owner relating to damaged Product will be reimbursed, including but not limited to costs of removal, disposal, or labor, or any other consequential damages.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 1/15/2023.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a. A Substrate Irregularity, Foil Delamination, or any other damage to the Product or otherwise caused by:
 - i. failure to strictly follow the Instructions;
 - ii. misuse or abuse of the Product;
 - iii. impact or accidental damage to the Product;
 - iv. uniform, concentrated, or impact loads exceeding APA-The Engineered Wood Association's published design values for the Product's performance category;
 - v. damage to the Product during the construction process;
 - vi. alteration of the Product other than as allowed in the Instructions;
 - vii. any lack of compatibility between the Product and any other product not manufactured by LP;
 - viii. improper transport, storage, exposure, or handling of the Product;
 - ix. improper or inadequate design, detailing, or construction of the wall, floor or roof systems, or the Structure, including the cladding, windows, doors, roofing materials, openings, or other penetrations on or around which the Product is installed;
 - x. alterations to the Structure or installation of equipment after installation of the Product;
- xi. animals, termites or other insects; provided, however, **FOR ZB PRODUCT ONLY**, this exclusion is limited to: minor surface grazing by termites which does not interfere with the ZB Product's ability to perform as a structural sheathing panel;
- xii. wood fungal decay, mold, or mildew; provided, however, **FOR ZB PRODUCT ONLY**, this exclusion is limited to: the presence of fungi, mold or mildew on the surface of the ZB Product which does not interfere with the Product's ability to perform as a structural sheathing panel;
- xiii. spills, harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, gasoline, oil, pollution, scratching, abrading, or surfactant leaching;
- xiv. use or installation of the Product in an exterior exposure or in an interior space that creates an exterior-like environment;
- xv. damage to the foil overlay from roofing fasteners, roofing installation, or the corrosive effects of a coastal environment;
- xvi. installation or exposure that allows for the accumulation of frost, condensation, moisture (including water vapor), standing water, or submersion;
- xvii. inadequate ventilation or the lack of a vapor retarder under a Structure; or
- xviii. hurricane, tornado, wind storm, lightning, fire, earthquake, flood, acts of God, or other similar causes beyond the control of LP.
- b. Product applied to structures located outside the United States, its territories, or Canada (Product sold outside these locations is "as-is," with no express or implied warranties provided by LP).
- c. Surface or edge swelling or edge checking (minor swelling and checking occur normally in all wood and wood-based products as they expand and contract in response to changes in climatic conditions), except where a Substrate Irregularity exists.
- d. Product not installed by a licensed contractor and/or in strict compliance with all applicable building codes and Instructions.
- e. Costs associated with damage to the Product or caused by the Product (other than the remedies set forth in Section 2 above), including but not limited to Product removal, disposal, or replacement, or damage to any other property.
- f. Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions.
- g. Cracking, tearing, chipping, marring or any other damage to, or change in appearance of, the foil overlay or the surface of the Product after installation, except where Foil Delamination occurs.



- h. Use or installation of the Product 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 Product to a repetitive wetting condition at any time other than normal exposure to weather during ordinary construction periods.
- i. Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
- j. Damage to any other component of the Structure, for any reason.
- k. **FOR ZB PRODUCT ONLY:** Damage caused by termites, termite activity, or fungal decay (i) that is not or does not result in a ZB Resistance Issue; (ii) that results from termite activity or fungal decay existing prior to installation of the Product; (iii) that results from areas of the Structure which have moisture problems, rot, fungi, or mold due to faulty plumbing, leaks, dampness due to drains, condensation or leaks from roofs, eaves, windows or doors, flooding or other unusual exposures to water or moisture; (iv) that results from failure to maintain the Structure free from avenues that allow termites to access the Structure, including foam insulation at foundation, earth-wood contact, faulty grade, firewood against the Structure, insufficient ventilation, wood debris in crawl space, wood mulch, tree branches or landscape timbers touching the Structure, or adjacent wood rot; or (v) to any component of the Structure other than the Product, under any circumstances.

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 production date and mill identity number noted on the Product and the date on which installation of the Product was completed (where applicable). 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 Product, ownership of the Product by Owner, and, where necessary, the purchase price of the affected Product.
- b. LP must be given an opportunity to inspect the Product upon reasonable notice to the Owner and must be allowed to enter the property or Structure on which the Product is installed to inspect the Product, including removal of components as necessary to access the Product.

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 Product, or (ii) retaining the Product for 30 days after installation, or (iii) purchasing or taking ownership of 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 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, contact:

Customer Service: 888-820-0325

Sales Office: 800-964-6310

Email: customer.support@lpcorp.com

Write: Louisiana-Pacific Corporation, 1610 West End Avenue,
Suite 200, Nashville, TN 37203

www.lpcorp.com

LP 1/11/2023



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

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.

© 2023 Louisiana-Pacific Corporation. All rights reserved. APA is a registered trademark of the Engineered Wood Association. All other trademarks are owned by Louisiana-Pacific Corporation.
Printed in USA.

LPTS0179 1/11/23