

25-Year (TopNotch® 250) and 50-Year (TopNotch® 350) Limited Warranty and Arbitration Agreement

NOTE CAREFULLY: The provisions and terms of this Limited Warranty and Arbitration Agreement (the “Limited Warranty”) apply exclusively to LP® TopNotch® 250 Series Sub-Flooring (“TopNotch 250”) and LP® TopNotch® 350 Series Sub-Flooring (“TopNotch 350”) (each, the “Product”) sold by Louisiana-Pacific Corporation (“LP”) when installed in a Structure permanently located in the United States, its territories, or Canada.

Who Is Covered: This Limited Warranty is made to the original retail purchaser of the Product, the original owner of the Structure in 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 in 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 in which the Product is originally installed and where the Product is enclosed within the building envelope and not exposed to the weather.

“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.

“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 splitting, core voids, or 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 as sub-flooring in the Structure.

Conditions such as Product not being flat prior to installation, 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.

“Sanding Issue” is defined as edge swelling caused by water absorption during the construction of the Structure that requires sanding.

“Instructions” is defined as (i) LP’s instructions and other recommendations applicable to the Product in effect on the date of installation as found at lpcorp.com/literature, including instructions and recommendations for transporting, storing, handling, installation, and finishing, 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 Product must be properly handled and installed and carefully integrated with other building materials that make up the Structure, and are subject to wear and tear over time. The way such building materials perform is dependent on various factors. It is imperative that installers follow all manufacturers’ instructions, that the Product be used as intended, and that homeowners maintain the structure and all building materials as required.

- a. TopNotch 250 Coverage: In the event of a Substrate Irregularity (or any failure to conform to any implied warranty not effectively disclaimed herein), if the Product has not been installed, provided the Product has been transported, handled, and stored in strict accordance with the Instructions, LP will, at its option, refund the original purchase price of the affected Product or provide replacement Product; or, if the Product has been installed in a Structure, for a period of twenty-five (25) years from the date of installation, provided that the Product is transported, stored, handled, installed and finished in strict accordance with the Instructions, LP will pay the cost to, at its option, repair or replace the affected Product, including the reasonable cost of labor and materials as established by independent construction cost estimator RSMeans, but with total costs to be paid by LP under this section 2(a) not to exceed two (2) times the original purchase price of the affected Product.

b. TopNotch 350 Coverage:

- i. In the event of a Substrate Irregularity (or any failure to conform to any implied warranty not effectively disclaimed herein), if the Product has not been installed, provided the Product has been transported, handled, and stored in strict accordance with the Instructions, LP will, at its option, refund the original purchase price of the affected Product or provide replacement Product; or, if the Product has been installed in a Structure, for a period of fifty (50) years from the date of installation, provided that the Product is transported, stored, handled, installed and finished in strict accordance with the Instructions, 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(b) not to exceed two (2) times the original purchase price of the affected Product.
- ii. For a period of 200 days after the date of purchase, LP warrants that if, after the TopNotch 350 has been installed in a Structure and before flooring materials are installed over the TopNotch 350, the TopNotch 350 exhibits a Sanding Issue, provided that the Product is transported, stored, handled, and installed in strict accordance with the Instructions, LP will pay the cost, as established by independent construction cost estimator RSMMeans, to sand the affected TopNotch 350, with total costs to be paid by LP not to exceed the purchase price of the affected TopNotch 350. **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, labor, or flooring, or any other consequential damages.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 4/3/2024.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a. A Substrate Irregularity, Sanding Issue, 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 published capacities or 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, handling, or exposure of the Product, including abnormal exposure to moisture during any part of the construction process;
- ix. improper or inadequate design, detailing, or construction of the floor framing or other systems, or the Structure in which the Product is installed;
- x. failure of or improper installation of third-party flashings or water management details or systems;
- xi. alterations to the Structure or installation of equipment after installation of the Product;
- xii. animals, termites, or other insects;
- xiii. wood fungal decay, mold, or mildew;
- xiv. spills, harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, gasoline, oil, pollution, scratching, abrading, or surfactant leaching;
- xv. use or installation of the Product in an exterior application or in an interior space that creates an exterior-like 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 or Sanding Issue exists.
- d. Non-structural surface cracks or imperfections, except where a Substrate Irregularity exists.
- e. Product not installed by a licensed contractor and/or in strict compliance with all applicable building codes and Instructions.
- f. 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.
- g. Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions.
- 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.

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 in 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 in 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 Ave., Suite 200, Nashville, TN 37203

LPCorp.com

LP 4/3/2024



For product catalog & complete warranty details, visit LPCorp.com

⚠️ 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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