

LP WeatherLogic® 30-Year Limited Warranty and Arbitration Agreement

NOTE CAREFULLY: The provisions and terms of this 30-Year Limited Warranty and Arbitration Agreement (the “Limited Warranty”) apply exclusively to LP WeatherLogic® Panel, LP WeatherLogic® Seam & Flashing Tape and LP WeatherLogic® Seam & Flashing Sealant (collectively referred to herein as the “LP WeatherLogic® Products”) sold by Louisiana-Pacific Corporation (“LP”) when installed on 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 LP WeatherLogic® Products, the original owner of the Structure on which those products are 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 LP WeatherLogic® Products or the Structure on which those products are 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:

“Panels” refers to the LP WeatherLogic® Panels. NOTE: The coverages under this Limited Warranty are shorter and more limited when the Panels are not used as part of a System.

“Seaming” refers to the LP WeatherLogic Seam® & Flashing Tape and the LP WeatherLogic® Seam & Flashing Sealant when either product is used to cover or fill the gap between Panels in accordance with the Instructions. NOTE: There are no remedies under this Limited Warranty with respect to the Seaming products except when used with the Panels.

“System” is defined as the Panels installed with Seaming.

“Flashing” refers to the LP WeatherLogic® Seam & Flashing Tape and the LP WeatherLogic® Seam & Flashing Sealant *when either of those products is used as flashing* and adhered to a Panel. NOTE: There are no remedies under this Limited Warranty with respect to the Flashing products except when the Flashing is adhered to a Panel.

“Structure” is defined as the building on which the LP WeatherLogic® Products are 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 of the Panels 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 a Panel and (ii) resulting in a reduction of the Panel’s structural strength that prevents the Panel from performing its intended function as a structural panel in the Structure. Conditions such as loose or folded surface flakes, minor edge swelling, or edge checking that do not reduce the Panel’s strength do not qualify as a Substrate Irregularity.

“Barrier Issue” is defined as:

- (i) the occurrence of liquid water passing through (a) the water-resistive barrier created by the System or (b) the water-resistive barrier created by Flashing that results in a measurable and quantifiable amount of liquid water that penetrates through the System or Flashing and causes a reduction of the Panel’s structural strength that prevents the Panel from performing its intended function as a structural panel in the Structure; or
- (ii) the occurrence of a measurable and quantifiable amount of air passing through the air-resistive barrier created by the System or Flashing that causes either to not perform its intended function.

Note: Liquid water or air that goes around rather than through the System or any of the LP WeatherLogic® Products—for example, at penetrations in the exterior wall or roof, or where the System, any of the LP WeatherLogic® Products, or any other building components have not been installed properly—is not a Barrier Issue.

“Overlay Delamination” is defined as the visible separation of the water-resistive overlay from the oriented strands in the substrate that causes a Panel or the System to not perform its intended function.

“Instructions” is defined as (i) LP’s instructions and other recommendations applicable to each of the LP WeatherLogic® Products and in effect on the date of installation as found at lpcorp.com/literature, including the Installation Manual and other instructions and recommendations for transporting, storing, handling, and installation, 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 LP WeatherLogic® Products 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, that the LP WeatherLogic® Products be used as intended, and that homeowners maintain all building materials as required.

- a. Limited Warranty—For a period of 30 years* from the date of installation, LP warrants that, if (i) a System exhibits a Substrate Irregularity, Barrier Issue, or Overlay Delamination, or (ii) Flashing exhibits a Barrier Issue, provided that the LP WeatherLogic® Products are transported, stored, handled, and installed in strict accordance with the Instructions and the claim is not otherwise excluded, LP will provide the remedy set forth in paragraph 2(b) below.
- b. Limited Warranty Remedy—In the event of a Substrate Irregularity, Barrier Issue, or Overlay Delamination (or any failure to conform to any implied warranty not effectively disclaimed herein): LP will pay the cost to, at its option, repair or replace the affected LP WeatherLogic® Products, 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 not to exceed two (2) times the original purchase price of the affected LP WeatherLogic® Products. **Notwithstanding the foregoing, in no event will LP be liable for any amount, damages or claims of any kind exceeding \$500,000 per Project.**

*Extended Limited Warranty and Remedy when LP WeatherLogic® Products are used with LP®

SmartSide® products—if LP WeatherLogic® Products are installed as a System on a Structure and both 50-year warranted LP® SmartSide® Siding products and 50-year warranted LP® SmartSide® Trim (including ExpertFinish® Siding and Trim) are installed over the LP WeatherLogic® Products, all in strict accordance with the Instructions in their respective Limited Warranties, and if the requirements of paragraph 2(a) above are met, then the Limited Warranty for the LP WeatherLogic® Products in paragraph 2(a) above shall be extended for a period of an additional 20 years (for a total of 50 years) on a pro-rated basis, as follows: during years 31 through 50 from the date of installation of the LP WeatherLogic® Products, in the event of a Substrate Irregularity, Barrier Issue, or Overlay Delamination that is covered by the Limited Warranty (or any failure to conform to any implied warranty not effectively disclaimed herein), LP will pay the cost to, at its option, repair or replace the affected LP WeatherLogic® Product(s), including the reasonable cost of labor and material as established by independent construction cost estimator RSMMeans, less an annual pro-rata reduction of 5% per year (for example, 31st year – 5%, 32nd year – 10%, etc.), but with total costs to be paid by LP not to exceed two (2) times the original purchase price of the affected LP WeatherLogic® Product(s). Notwithstanding the foregoing, in no event will LP be liable for any amount, damages or claims of any kind exceeding \$500,000 per Project. Note: Some of LP’s products and applications (for example, LP Accessories and Non-Standard Applications) have limited warranty periods that are less than 50 years; this Extended Limited Warranty does not apply to each LP WeatherLogic® Product having any portion behind an LP product with a warranty period that is less than 50 years.

- c. Panels-Only Limited Warranty—Where the Panels are installed without Seaming, for a period of 20 years from the date of installation of the Panels, LP warrants that, if a Panel exhibits a Substrate Irregularity, provided that the Panels are transported, stored, handled, and installed in strict accordance with the applicable Instructions and the claim is not otherwise excluded, LP will provide the remedy set forth in paragraph 2(d) below. Note: Where Panels are installed without Seaming, there is no warranty and no remedy for Panels that exhibit a Barrier Issue or Overlay Delamination, or any other type of damage, including, without limitation, any type of moisture damage, except for the Substrate Irregularity coverage provided herein.
- d. Panels-Only Limited Warranty Remedy—In the event of a Substrate Irregularity (or any failure to conform to any implied warranty not effectively disclaimed herein) in a Panel that is covered by the Panels-Only Limited Warranty: if the Panel has not been installed, LP will, at its option, refund the original purchase price of the affected Panel or replace the affected Panel; or, if



after installation, LP will pay the cost to, at its option, repair or replace the affected Panel, 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 not to exceed two (2) times the original purchase price of the affected Panel. **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 LP WeatherLogic® Products or any damage caused by the LP WeatherLogic® Products. Except as expressly provided in this Limited Warranty, no other costs incurred by Owner relating to damaged products 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 LP WeatherLogic® Products is on or after 2/23/2024.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a. A Substrate Irregularity, Overlay Delamination, Barrier Issue, or any other damage to the LP WeatherLogic® Products, the System, the Flashing, or otherwise, caused by:
 - i. failure to strictly follow the Instructions (as well as the LP® SmartSide® products' Instructions, where applicable) or failure to care for or maintain the exterior cladding or building envelope to prevent water infiltration;
 - ii. misuse or abuse;
 - iii. impact or accidental damage to the LP WeatherLogic® Products;
 - iv. uniform, concentrated, or impact loads exceeding published design values;
 - v. damage to the LP WeatherLogic® Products during the construction process;
 - vi. alteration of the LP WeatherLogic® Products other than as allowed in the Instructions;
 - vii. any lack of compatibility between the LP WeatherLogic® Products and any other products not manufactured by LP;
 - viii. improper transport, storage, handling, or exposure of the LP WeatherLogic® Products;
 - 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 LP WeatherLogic® Products are 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 LP WeatherLogic® Products;
 - xii. animals, termites, or other insects;
 - xiii. wood fungal decay, mold, or mildew which does not interfere with the LP WeatherLogic® Products' abilities to perform as structural sheathing, tape or sealant, except where such qualifies as a Barrier Issue;
 - 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 LP WeatherLogic® Products in an exterior exposure 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. LP WeatherLogic® Products applied to the 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. A Barrier Issue caused by use of the Panels with any tape or sealant not manufactured by LP, or any damage caused by (i) use of the Seaming or Flashing products with sheathing or any other product not manufactured by LP, or (ii) use of Panels without Seaming.
 - e. Any claim arising after a re-clad or re-roof over the original installation of the LP WeatherLogic® Products, except as follows: (i) where fastener holes are taped or sealed in accordance with the Instructions, coverage remains, or (ii) where house wrap or underlayment are installed in accordance with those manufacturers' instructions, the limited warranty coverage for only Substrate Irregularities remains.



- f. LP WeatherLogic® Products not installed by a licensed contractor and/or in strict compliance with all applicable building codes and Instructions.
- g. Costs associated with damage to the LP WeatherLogic® Products or caused by the LP WeatherLogic® Products (other than the remedies set forth in Section 2 above), including but not limited to removal, disposal, or replacement, or damage to any other property.
- h. Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions or poor application of the Seaming or Flashing.
- i. Use or installation of the LP WeatherLogic® Products 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 LP WeatherLogic® Products to a repetitive wetting condition at any time other than normal exposure to weather during ordinary construction periods.
- j. Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
- k. 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 back side of the Panel and the date on which installation of the LP WeatherLogic® Products 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 LP WeatherLogic® Products, ownership of the LP WeatherLogic® Products by the Owner, and, where necessary, the purchase price of the affected LP WeatherLogic® Products.
- b. LP must be given an opportunity to inspect the LP WeatherLogic® Products upon reasonable notice to the Owner, and must be allowed to enter the property or Structure on which the LP WeatherLogic® Products are installed to inspect the LP WeatherLogic® Products, including removal of components as necessary to access the LP WeatherLogic® Products.

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 LP WeatherLogic® Products, or (ii) retaining the LP WeatherLogic® Product for 30 days after installation, or (iii) purchasing or taking ownership of a Structure on which the LP WeatherLogic® products are 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 2/23/2024



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

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.

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