

WARRANTY COVERAGE

ARBEC Forest Products Inc. (the “*Manufacturer*”) represents and warrants that ARBEC Sheathing and subfloor OSB panels (the “*Product*”) will not exhibit any delamination (being a visible separation within the panel that results in the reduction of the panel’s structural strength) will be free of manufacturing defects and meets or exceeds product standards in the U.S. and Canada (the “*Product Standards*”) when properly used, stored, handled, installed and maintained.

WARRANTY PERIOD

For a period of 25 years from the date of manufacture, this warranty applies to the builder who purchases ARBEC OSB panels, the licensed installer and initial building owner (the “*Purchaser*”).

PRODUCT STANDARDS

The Product will be manufactured in the Canada in accordance with the “*Exposure 1*” designation under U.S. Department of Commerce “*Voluntary Products Standard PS 2-10*” and with CSA Standard O325 “*Construction sheathing*” or in accordance with other applicable industry product standards in existence at the time of manufacture.

EXCLUSIONS FROM THE WARRANTY

Exclusions from coverage by the Warranty include, but are not yet limited to, the following:

- ✓ Damage from improper use, transportation, handling, installation or maintenance.
- ✓ Acts of God, building design, application or construction of the structure.
- ✓ Alterations to the structure after the original installation of the Product;
- ✓ Any costs related to electrical, plumbing and cabinetry.
- ✓ Minor surface flaking, edge cracking, or minor edge swelling do not qualify as delamination.
- ✓ Product not installed by a licensed contractor.
- ✓ Installations with exterior exposure or any space that creates an exterior environment.
- ✓ Damage from wood fungal decay, rot, mold or mildew.
- ✓ Damage from termites or other wood destroying organisms.
- ✓ Product not stored, handled, maintained and installed according to the most stringent of the appropriate building code, the engineer’s and/or designers specifications, or the “*Design and Application Guide*” from PFS/TECO.

REMEDY

For any product that the Manufacturer determines does not conform to this Warranty, the Manufacturer will, at the sole discretion of the Manufacturer, either pay for the repair or replacement of the panels (at wholesale cost), plus in either case a reasonable cost of labor. ARBEC Forest Products may at its sole discretion cover the additional cost of removing and reinstalling siding or roofing material.

FILING A CLAIM

The Purchaser will notify the Manufacturer in writing within 30 days of discovering any defects in the Product during the Warranty period. Failure to provide such notice will void any obligation of the Manufacturer under this Warranty. Access to the building where the Product has been used by the Purchaser shall be provided to the Manufacturer and its representatives for the purpose of inspection. All receipts, building permits, and installation records are to be supplied to the Manufacturer upon request.

Send notice to:

**ARBEC Forest Products Inc.,
8000, Langelier Blvd. Suite 210
St-Leonard, Quebec
H1P 3K2**

GOVERNING LAW AND ATTORNMENT

This Warranty is governed by and will be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Manufacturer and Purchaser each hereby attorns to the exclusive jurisdiction of the courts of the province of Quebec with respect to any dispute arising under this Warranty. This warranty gives you certain specific legal rights, and you may also have other rights which vary from state to state or province to province.

EXCLUSION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THE WARRANTY, THE PRODUCT IS SOLD "AS IS" AND "WITH ALL FAULTS." THE WARRANTIES AND REMEDIES PROVIDED ABOVE APPLY TO THE BUILDER, LICENSED INSTALLER AND INITIAL BUILDING OWNER ONLY, AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW, AND ARE MADE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS, LEGAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING OUT OF A COURSE OF DEALING OR TRADE USAGE OR ADVERTISING OF THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MANUFACTURER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGES REGARDLESS OF THE THEORY (INCLUDING NEGLIGENCE) UNDER WHICH SUCH DAMAGES ARE SOUGHT.



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