

# 25-Year Substrate Limited Warranty/ 15-Year Finish Limited Warranty 5-Year 100% Material & Labor Cost

# **Prorated 25-Year Limited Warranty**

NOTE CAREFULLY: The provisions and terms of these warranties are limited to structures permanently located in the United States and Canada and apply exclusively to Ced'R-Vue<sup>™</sup>. Ridgewood D-5<sup>™</sup> and Ultra Plank<sup>™</sup> pre-finished sidings manufactured by Louisiana- Pacific Canada Limited, East River plant ("LP Canada").

### 1(a) Warranty coverage- 25 year Substrate Limited Warranty

LP Canada's warranty is made to the original purchaser of the Product (s) ("Purchaser"); the original owner of the structure on which the products are installed; and to the next owner of that structure (together, "Owner") LP Canada's express warranties may not be assigned to any subsequent owners of the structure. LP Canada warrants that the Product(s) will remain free from: a) buckling\*, and b) cracking, peeling, separating, and chipping, 25 years from the date application is completed when the product has been stored, handled, applied, and maintained in accordance with LP Canada's application and maintenance instruction in effect at the time of application. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

\*Buckling is defined as being 1/4" or more out of plane covering a distance no greater than 16" oc between studs on both 3/8" and 7/16" substrate.

#### 1(b) Remedies for Breach of Limited Express SUBSTRATE Warranty

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

In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), LP Canada will:

- a) during the first 5 years from the date of installation, pay an amount equal to the cost (material and labor as established by an independent construction cost estimator, such as R. S. Means) of repairing or replacing any Product(s) that fails to comply with the provisions of Paragraph 1(a), above, or;
- b) during the 6th through the 25th years from the date of installation, pay an amount equal to the cost of similar wood based siding product, (no labor or other charges shall be paid) less an annual pro rata reduction of 5.0% per year (6th year- 5.0%; 7th year-10%, etc.) such that from and after the 25th year the

amount payable under this warranty will be zero. Any dispute concerning the applicability of the warranty or whether the Product(s) met the manufacturer's -standards in accordance with Paragraph 1(a) shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable.

# 2. Warranty Coverage and Remedy-Limited 15 year Finish Warranty

Should the factory-applied finish on this siding fail, other than reasonable color fade (<DE8) resulting from normal exterior exposure, within fifteen (15) years from the date of installation, LP Canada warrants that if the **failure occurs in the first five years** from the date of installation, it will, at its option, and after inspection and verification, compensate the owner for labor and materials based on an estimate established by an independent construction cost estimator, such as R.S. Means to a) touch up or b) refinish the affected siding with one coat of solid color heavy bodied paint or c) supply replacement material (no installation labor) to replace the affected siding.

If a finish failure occurs in the **sixth through fifteenth year** from the date of installation after inspection and verification, LP Canada will at its option compensate the owner the cost to touch up or paint the siding based on an estimate established by an independent construction cost estimator, such as R.S. Means, on a prorated 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 fifteenth year. For finish failures occurring from and after the fifteenth year the amount paid under this warranty will be zero.

# 3. Exclusion of Other Remedies

IN NO EVENT WILL LP CANADA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, 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. Exclusion of All Other Warranties, Express or Implied

a). THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, 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 MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

b). NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF LP CANADA WITH RESPECT TO THESE PRODUCT(S).

#### 5. Certain Damages Excluded from Warranty Coverage

This Express Limited Warranty does not cover or provide a remedy for damage that results from:

- a) misuse or improper storage, handling, application, finishing or maintenance; alterations to the structure after the original application of the Product(s); acts of God, such as hurricane, tornado, hail, earthquake, flood or other similar cause beyond the control of LP Canada; design, application or construction of the wall system on which the Product(s) is applied; transport, storage or handling of the Product(s) prior to application;
- Product(s) that is not applied, finished and maintained in strict accordance with LP Canada's instructions in effect at the time of original application;
- swelling and/or edge checking. Such swelling and/or checking normally occurs in all wood products as they expand and contract in response to changes in climactic conditions.
- design, application or construction of the structure on which the Product(s) are installed.

#### 6. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) INCLUSIVE IS A CONDITION TO LP CANADA'S OBLIGATIONS UNDER THIS WARRANTY AND THE -FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST LP CANADA:

- a) Any Purchaser or Owner seeking remedies under this warranty must notify LP Canada, at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which the Product(s) application was completed. It is the Owner's responsibility to establish the date of installation.
- b) LP Canada must be given a 90-day opportunity to inspect the Product(s). Upon reasonable notice, the Purchaser or Owner must allow LP Canada's agents to enter the property and structure on which the Product(s) is applied to inspect such Product(s).

#### 7. Governing Law

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Tennessee without reference to its 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 provincial statute or state law which in certain circumstances may not allow some of the limitations and exclusions described in this warranty.

For further product information in the US and Canada, please call Customer Support at 888-822-8899 or write to: LP Canada c/o LP Corporation, 414 Union Street Suite 2000, Nashville, TN 37219



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