

LP LEGACY® ADHESIVE LIFETIME LIMITED WARRANTY AND ARBITRATION AGREEMENT

This Lifetime Limited Warranty and Arbitration Agreement (the “Limited Warranty”) applies to LP Legacy® Premium Sub-Flooring Adhesive (the “Product”) sold by Louisiana-Pacific Corporation (“LP”) and installed in an Assembly (defined below).

Who Is Covered: This Limited Warranty is made to the original retail purchaser of the Product and the original owner of the Structure on which the Product is installed (collectively hereinafter 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 the purpose of this Limited Warranty, the following definitions are used:

“Assembly” is a sub-floor assembly constructed with the following components: (i) LP Legacy® Premium Sub-Flooring or LP® TopNotch® 350 Series Sub-Flooring (collectively, the “Panels”); (ii) LP® SolidStart® I-Joists, LP® SolidStart® LVLs, or similar engineered wood I-joists, LVLs, or trusses; and (iii) ring-shank, screw shank, or similar deformed fasteners.

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

“Project” is defined as a multifamily Structure or series of Structures built as part of a project or development.

“Instructions” is defined as LP’s installation instructions and other recommendations applicable to the relevant LP products in effect on the date of installation as found at lpcorp.com/literature, including instructions for storage, handling and installation.

2. LENGTH OF COVERAGE AND WHAT LP WILL DO

During the lifetime of the Assembly, if the Product and the Assembly are installed properly and in accordance with their respective Instructions and the Assembly exhibits noise or squeaking caused by movement or friction between the LP Panels and the fasteners because the Product is not bonding the LP Panels to the engineered wood framing members, LP will provide the following remedy: LP will pay the cost to remedy the noise or squeak (including the cost of labor and material) as established by independent construction cost estimator RSMeans, but with total costs to be paid by LP not to exceed \$1,000 per Structure. **Notwithstanding the foregoing, in no event will LP be liable for any amount, damages or claims of any kind exceeding \$200,000 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 or otherwise, including but not limited to removal, disposal, or labor costs, will be reimbursed.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 1/28/2022.

3. WHAT IS NOT COVERED: EXCLUSIONS

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

- a) Any noise, squeak, or damage resulting from:
 - i. failure to strictly follow the instructions for installing the Product;
 - ii. failure to strictly follow the instructions for installing the components of the Assembly, including, without limitation, the instructions for the Panels;

3. WHAT IS NOT COVERED: EXCLUSIONS (CONTINUED)

- iii. unusual or unexpected movement in the Structure that breaks or otherwise affects the bond created by the Product;
 - iv. alteration or use of the Product other than as allowed in Instructions;
 - v. improper or inadequate design, detailing, or construction of the framing, sub-floor system, Assembly, or Structure on which the Product is installed;
 - vi. poorly mated tongue and groove joints;
 - vii. alterations to the Structure after installation of the Product;
 - viii. termites or other wood destroying organisms;
 - ix. exposure of the Product or the Assembly to moisture, submersion, or standing water;
 - x. wood decay or rot;
 - xi. use or installation of the Product in an exterior exposure or in an interior space that creates an exterior-like environment; or
 - xii. hurricane, tornado, lightning, fire, earthquake, flood, acts of God, or other similar causes beyond the control of LP.
- b)** Any noise or squeak other than as described in Section 2 above.
 - c)** Use of the Product with sub-flooring other than one of the two types of Panels listed above.
 - d)** Use of the Product after its printed expiration date.
 - e)** Any Assembly not installed in strict compliance with all applicable building codes and requirements.
 - f)** Costs associated with repair to the Assembly other than the remedies set forth in Section 2 above, including but not limited to, removal, disposal, or replacement of the Product or Assembly.
 - g)** Poor workmanship, including but not limited to, applying the Product to an unclean surface or improper fastening of the Assembly.
 - h)** Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
 - i)** 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 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. The Owner must be able to establish ownership of the Structure and the Product and—through invoices, receipts, contractor's billings or any other form of reliable documentation—that LP's Product was used in the installation.
- b)** LP must be given an opportunity to inspect the Assembly upon reasonable notice to the Owner, including permission to enter the Structure on which the Product is installed and to remove 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



5. OTHER LIMITATIONS (CONTINUED)

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.



**6. AGREEMENT TO MANDATORY BINDING
ARBITRATION AND CLASS ACTION WAIVER
(CONTINUED)**

- 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, please contact:

Customer Service: 800-820-0325

Sales Office: 800-964-6310

Email: customer.support@lpcorp.com

Write: Louisiana-Pacific Corporation, 414 Union Street, Suite 2000, Nashville, TN 37219

LPCorp.com

LP 1/28/2022



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

⚠ CAUTION: KEEP OUT OF REACH OF CHILDREN. For professional use only. KEEP AWAY FROM HEAT (>50 °C/122 °F), SPARKS AND OPEN FLAME. DO NOT PUNCTURE OR INCINERATE CAN. DO NOT EXPOSE TO DIRECT SUNLIGHT. USE ONLY IN WELL VENTILATED AREAS. In case of eye contact, flush eye with water for 15 minutes and get immediate medical attention. For inhalation, move to fresh air. For skin contact, wash thoroughly with water and soap. If swallowed, drink large quantities of water, but do not induce vomiting. Call a physician immediately. Refer to SDS for further information.

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