



## **TruFlor pointSIX Sub-Flooring 25 Year Limited Warranty**

### **Warranty Coverage**

West Fraser (the "Manufacturer") represents and warrants that TruFlor pointSIX OSB Sub-Flooring (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.

### **Product Standards**

The Product will be manufactured in the U.S. in accordance with the Exposure 1 designation under U.S. Department of Commerce Voluntary Products Standard PS 2-18 and in Canada in Accordance with CSA Standard O325 and PS 2-18 or in accordance with other applicable industry product standards in existence at the time of manufacture.

### **Warranty Period**

For a period of 25 years from the date of manufacture, this warranty applies to the builder who purchases TruFlor pointSIX, the licensed installer and initial building owner (the "Purchaser").

### **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. The Manufacturer may at its sole discretion cover the additional cost of removing and reinstalling finished floor coverings.

### **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
- Product not stored, handled, maintained and installed according to the most stringent of the appropriate building code, the engineers and/or designers specifications, or the APA Engineered Wood Construction Guide E30

### **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: West Fraser - One Toronto Street, Suite 600 Toronto, Ontario, Canada M5C 2W4

**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.

**Governing Law and Attornment**

This Warranty is governed by and will be construed in accordance with the laws of the Province of Ontario 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 Ontario 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.

**West Fraser**

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