



# 50 Year Limited Warranty

## Pinnacle OSB Sub-Flooring

### Warranty Coverage

West Fraser (the “Manufacturer”) represents and warrants that Pinnacle OSB sub-flooring 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.

### Sanding – 200 Day No-Sand Guarantee

The Product is guaranteed not to require joints to be sanded due to exposure to moisture for a period 200 days from date of purchase provided the Product has been properly used, handled, stored, 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 50 years from the date of manufacture this warranty applies to the builder who purchases the Product, the licensed installer, and the initial building owner (collectively, the “Purchaser”).

### Remedy

For any Product that the Manufacturer determines does not conform to this Warranty, the Manufacturer will, at its sole discretion, either pay for the repair or replacement of the Product (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 limited to, the following:

- Damage from improper use, transportation, handling, installation or maintenance
- Acts of God or defects in the 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 (these do not qualify as delamination)
- Product not installed by a licensed contractor
- Installations with exterior exposure or any space that has or 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 - 110 Yonge Street, 7th Floor, Toronto, Ontario, Canada M5C 1T4

**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 WHO PURCHASES THE PRODUCT, 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, ORAL, 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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