



## Lifetime Limited Warranty

Georgia-Pacific Wood Products LLC ("GP") provides the following lifetime limited warranty with respect to Thermostat® brand radiant barrier sheathing bearing the APA®-The Engineered Wood Association or TECO®-Timberco Inc. certification ("Thermostat sheathing") and manufactured by GP between August 1, 2010 and July 31, 2011 (the "Effective Period"). **PLEASE READ THIS DOCUMENT CAREFULLY AS THIS WARRANTY AND YOUR PURCHASE OF THERMOSTAT SHEATHING ARE SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

### Limited Warranty:

GP warrants to the original retail purchaser of Thermostat sheathing for purposes of installation in a home located within the continental United States and to the owner(s) of any such home at the time of installation of such Thermostat sheathing therein (together, referred to herein as "you") that Thermostat sheathing will-

- (1) Performance: from the date of manufacture, meet the applicable manufacturing industry standards under U.S. Product Standard PS-2 in effect at the time of manufacture; and
- (2) Solar Heat Gain: act as a radiant barrier that will reduce solar heat gain into a building space.

THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY GP TO YOU WITH RESPECT TO THERMOSTAT SHEATHING. GP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### Terms and Conditions Applicable to Warranty:

The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when Thermostat sheathing has been subjected to normal weather and use conditions and has been accorded treatment which is considered good practice in the building industry regarding handling, installation, finishing, storage and maintenance of such products. In addition to this limitation, any damage to Thermostat sheathing resulting in whole or in part from the following conditions is NOT GP's responsibility and is NOT covered by the foregoing warranties:

- (a) For panels carrying the APA-The Engineered Wood Association grade stamp, failure to store, handle, install or maintain Thermostat sheathing in accordance with Form U450 entitled "Builder Tips Storage and Handling of APA Trademarked Panels" (available at [www.apawood.org/publications](http://www.apawood.org/publications)), Form No. E30 entitled "APA Engineered Wood Construction Guide" (available at [www.apawood.org/publications](http://www.apawood.org/publications)), standard building practices and all applicable building codes;
- (b) For panels carrying the TECO-Timberco Inc. grade stamp, failure to store, handle, install or maintain Thermostat sheathing in accordance with the TECO-Timberco Inc. publication entitled "OSB Design and Application Guide" (available at [www.tecotested.com](http://www.tecotested.com)), standard building practices and all applicable building codes;
- (c) Improper design or installation of any portion or component of the structure, or failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the building or movement of framing members;
- (d) Suitability or performance of any cladding, coating, finishes, coverings or other materials applied or attached to Thermostat sheathing;
- (e) Causes other than normal weather and use conditions, such as impact with objects, high force winds, earthquake, flood, fire or other acts of God or nature, sustained cascading or pooling of water, or immersion in water or any other cause beyond GP's control;
- (f) Termites, mold, mildew, fungi, algae, moss, bacteria, decay, rot or other similar conditions;
- (g) Use of Thermostat sheathing other than for roof or wall sheathing; or
- (h) A third-party's actions, omissions or negligence.

2. Before GP will honor any claim under this Warranty, you must give GP written notice of the claim no later than thirty (30) days after discovery of any alleged problem with the Thermostat sheathing. Written notice shall be directed to Georgia-Pacific Wood Products LLC, 133 Peachtree Street N.E., 15th Floor, Atlanta, GA 30303, Attn: Claims Manager. All claims must be accompanied by dated sales receipts. GP shall have an additional thirty (30) days thereafter to inspect the Thermostat sheathing. You shall not make any alteration or repair to the Thermostat sheathing before GP inspects the Thermostat sheathing. If GP's inspection confirms that the Thermostat sheathing does not meet the warranty set forth herein, then GP, at its sole option, will either repair the affected Thermostat sheathing, provide a replacement Thermostat sheathing, provide a substitute replacement product that, in GP's sole determination, is reasonably equivalent to the Thermostat sheathing, or reimburse you for the reasonable cost of repair or replacement of the affected Thermostat sheathing. These remedies are GP's only obligation for any breach of warranty and are also your sole and exclusive remedies for any such breach.

3. UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF THERMOSTAT® SHEATHING. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY YOU, WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. The foregoing warranties are non-transferable unless GP expressly approves the transfer in writing. These warranties are not for the benefit of any third parties.

5. This is the entire warranty between GP and you with respect to Thermostat sheathing manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to Thermostat sheathing manufactured during the Effective Period.

6. The provisions of this Warranty are severable. If any provision of the Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Warranty shall remain in full force and effect. This severability provision does not apply to the class action waiver provision contained in the arbitration agreement below.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

**Mandatory Arbitration:**

**1. YOUR PURCHASE OF THERMOSTAT SHEATHING IS SUBJECT TO THIS AGREEMENT TO ARBITRATE. IF YOU DO NOT AGREE TO ARBITRATE YOUR CLAIMS AGAINST GP, YOU MUST RETURN THE THERMOSTAT SHEATHING YOU HAVE PURCHASED IMMEDIATELY.**

**2. YOU AND GP AGREE THAT ANY AND ALL CLAIMS OR DISPUTES BETWEEN US THAT ARISE OUT OF OR RELATE TO YOUR PURCHASE OF THERMOSTAT SHEATHING ("CLAIMS") MUST BE RESOLVED THROUGH MANDATORY, BINDING ARBITRATION, RATHER THAN LITIGATION IN COURT.** That means that an arbitrator, not a judge or jury, will decide any Claim.

3. You and GP agree that this agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution ("CPR"). The CPR rules are available on its website, [www.cpradr.org](http://www.cpradr.org), or by calling 1-212-949-6490. The CPR Fast Track Arbitration Rules will apply in any arbitration between us. Before initiating an arbitration, you must first comply with any claims process set forth in any warranty applicable to you. To initiate an arbitration, you must send a letter requesting arbitration and describing your Claim to GP's registered agent and comply with the CPR procedures for initiating an arbitration. You and GP will share equally all arbitration fees, including filing, administration, and arbitrator fees, but your maximum responsibility for arbitration fees is equal to the filing fee for the court where you would bring your Claim if this arbitration agreement did not exist. If your share of arbitration fees exceeds this amount, GP will pay the remaining arbitration fees. GP may, in its sole discretion, choose to pay some greater percentage of the arbitration fees, but GP is not required to do so.

4. You and GP agree that an arbitrator may only award such relief as a court of competent jurisdiction could, limited to the same extent as a court would limit relief pursuant to the terms of this agreement and any warranty applicable to you.

**Class Action Waiver:**

You and GP agree that all Claims will be arbitrated on an individual basis and that there will be no class or representative actions in arbitration. You may not participate in a class or representative action against GP as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were asserted directly by you. You and GP agree that this class action waiver is an essential part of our arbitration agreement and that the class action waiver may not be severed from our arbitration agreement. If this class action waiver is found to be unenforceable by any court or arbitrator, then the entire arbitration agreement set forth herein will not apply to any Claim between you and GP.

**Jury Trial Waiver:**

If for any reason this arbitration agreement is found to be unenforceable, you and GP each expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.**