

## Prorated 50-Year Limited Warranty

This warranty is limited to SmartSide® Strand and Fiber Substrate Lap Siding, Panel Siding (including panels with or without SmartFinish® or SilverTech®), Shake, Trim & Fascia, Soffit, and ArmorStrand® Panel (“the Product(s)”) installed on structures permanently located in the contiguous United States, Alaska, Hawaii, or Canada.

### 1. Warranty Coverage—Limited 50-Year Substrate Warranty Louisiana-Pacific Corporation

(“LP”)’s warranty is made to the original purchaser of the Product(s) (“Purchaser”); the original owner of the structure on which the Product(s) are installed; and to the next owner of that structure (together “Owner”). LP’s express warranties may not be assigned to any subsequent owners of the structure.

- a) LP warrants that the Product(s) will remain free from: (i) fungal degradation; (ii) buckling; and (iii) cracking, peeling, separating, chipping, flaking or rupturing of the resin-impregnated surface overlay for a period of 50 years from the date application is completed, when the Product(s) has been stored, handled, applied, finished and maintained in accordance with LP’s application, finishing, and maintenance instructions in effect at the time of application.

LP SmartSide Strand Substrate Lap and Panel Siding product(s), LP SmartSide Fiber Substrate Lap and Panel Siding product(s), and ArmorStrand Panel are warranted against buckling when installed up to 16 inches o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 1/4 inch out of plane covering a distance no greater than 16 inches between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

THIS WARRANTY DOES NOT COVER PERFORMANCE OF SIXTEEN (16) FOOT LONG 76 SERIES FIBER SUBSTRATE LAP SIDING IN ALASKA, BRITISH COLUMBIA, HAWAII, NORTHERN CALIFORNIA NORTH OF I-80, OR WEST OF THE CASCADES IN WASHINGTON, OREGON AND CALIFORNIA.

THIS WARRANTY DOES NOT COVER COATINGS APPLIED TO SMARTSIDE PRODUCTS.

LP SmartSide Strand Substrate 76 Series lap siding product(s) and LP SmartSide Strand Substrate 190 Series panel product(s) are warranted against buckling when installed up to 24 inches o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP Application Instructions. Buckling is defined as 3/8 inch out of plane covering a distance no greater than 24 inches between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

LP further warrants that the Product(s) has been treated with the borate-based SmartGuard® process during their manufacture to enhance their ability to resist structural damage due to termites and fungal decay.

LP® SmartSide®

**5/50** YEAR  
LIMITED  
WARRANTY

- b) Hail Damage Limited Warranty. LP warrants that its LP® SmartSide® Products will resist damage from hail when properly installed and maintained according to the LP application instructions in effect at the time of installation. Damage under this Hail Damage Limited Warranty is defined as a crack, chip or dent in the surface overlay exceeding 3/8 inch in length or diameter and is subject to the exclusions listed below.

Reimbursement by LP for damage to the SmartSide product is limited to the remedies in this Hail Damage Limited Warranty, and the property owner must follow the procedure in this Hail Damage Limited Warranty.

The following damages are excluded:

- (i) Any damage caused by hail greater than 1.75 inches in diameter;
- (ii) Any damage to the paint on the SmartSide products; and
- (iii) Any injury to persons or property caused by hail damaged SmartSide siding products.

Procedure; Proof of Damages; and Amounts to be paid by LP:

- (i) The property owner shall first make a claim on their property owners insurance, or other applicable insurance policy, and pursue the cost of replacement or repair of the damaged siding. Proof of such claim and its disposition for less than the full cost of replacement or repair for the damaged siding must be provided to LP, and property owner must also affirm that no other claims for the hail damage occurrence were made or are pending.
- (ii) The property owner shall provide evidence to LP through a reliable third party such as the National Oceanic and Atmospheric Administration Storm Prediction Center (NOAASPC) that the hail that caused the SmartSide product damage was 1.75 inch in diameter or less.
- (iii) Upon receipt of evidence that the insurance claim proceeds for repair or replacement of the SmartSide product were insufficient to fully repair or replace the SmartSide products, and the evidence that the hail causing the damage was 1.75 inches or less, LP will pay the property owner an amount calculated as follows:

Amount of payment by LP to property owner =  
 $A - B + C$

Where the variables A, B and C are defined as:

A is the product replacement cost defined as the then current sales price per square foot for the same or similar SmartSide products, in the same geographic region as the property, multiplied by the square feet

of damaged SmartSide product;

B is the homeowner's deductible (if one is applied by the insurance company) plus the portion of the insurance payment received by the property owner specifically for the hail-damaged SmartSide products;

C is the prorated deductible determined by multiplying the total deductible applied by the insurance company and the fraction created by dividing the amount of insurance payment paid specifically for the SmartSide products by the total amount of insurance paid for the hail damage claim. If there is no deductible applied, then C will be zero, and if there is no damage other than SmartSide products, then the fraction will be one (1).

- (iv) The amount to be paid by LP, as calculated above, will be reduced according to the proration schedule in Section 2 of the LP® SmartSide® Siding and Trim Limited Warranty. No other costs incurred by the property owner relating to damaged siding, including but not limited to siding removal, disposal, house wrap, or labor costs will be reimbursed under this limited warranty.

## 2. Remedies for Breach of Limited Express Substrate Warranty

THIS SECTION 2 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 will:

- a) during the first 5 years from the date of installation, pay an amount equal to the cost (as established by an independent construction estimator, such as R.S. Means) of repairing or replacing any Product(s) that fails to comply with the provisions of Section 1 a) or 1 b) above, or
- b) during the 6th through the 49th years from the date of installation, pay an amount equal to the cost of similar wood based replacement product, (no labor or other charges shall be paid) less an annual pro rata reduction of 2.22% per year (6th year, 2.22%; 7th year, 4.44%, etc.) such that from and after the 50th 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 Section 1 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.

### 3. Exclusion of Other Remedies

IN NO EVENT WILL LP 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 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 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 WITH RESPECT TO THESE PRODUCT(S).

### 5. Certain Damages Excluded from Warranty Coverage

This Limited Express 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, earthquake, flood or other similar cause beyond the control of LP; 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;
- b) product(s) that is not applied, finished and maintained in strict accordance with LP's instructions in effect at the time of original application;
- c) 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;
- d) termite damage which does not affect the structural integrity of the Product(s); or

- e) design, application or construction of the structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing.
- f) use of Fiber Substrate Panel Siding on prefabricated or manufactured homes or structures.
- g) use of ArmorStrand panels on prefabricated or manufactured homes or structures.
- h) textured finish coatings applied to ArmorStrand Panels.

### 6. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO LP'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:

- a) Any Purchaser or Owner seeking remedies under this warranty must notify LP, 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 must be given a 90-day opportunity to inspect the siding. Upon reasonable notice, the Purchaser or Owner must allow LP'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.

For further information, please call Customer Support at (800)450-6106, or write to: LP Corporation, 414 Union Street Suite 2000, Nashville, TN 37219.

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**Cal. Prop 65 Warning:** Use of this product may result in exposure to wood dust, known to the State of California to cause cancer.

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