

## **Prorated 5o-Year Limited Warranty**

This warranty is limited to SmartSide® Lap Siding, Panel Siding, Trim & Fascia, and Soffit ("the Product(s)") installed on structures permanently located in the United States and 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. LP warrants that the Product(s) will remain free from: a) fungal degradation; b) buckling and c) 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 Precision Series 38 Series lap and panel siding product(s), LP SmartSide Precision Series 76 Series panel product(s), LP SmartSide Architectural Collection 120 Series lap product(s), LP SmartSide Foundations 76 Series lap product(s), LP SmartSide Foundations 120 Series panel product(s), LP SmartSide Foundations 120 Series Stucco and Reverse Board and Batten panel product(s) are warranted against buckling when installed up to 16 in. o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP SmartSide Application Instructions. Buckling is defined as 1/4 in. out of plane covering a distance no greater than 16 in. 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 76 SERIES FOUNDATIONS 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 FOUNDATIONS OR ARCHITECTURAL SERIES PANEL SIDING WHEN USED IN PREFABRICATED OR MANUFACTURED HOUSING.

LP SmartSide Precision Series 76 Series lap siding product(s) and LP SmartSide Precision Series 190 Series panel product(s) are warranted against buckling when installed up to 24 in. o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable LP SmartSide

Application Instructions. Buckling is defined as 3/8 in. out of plane covering a distance no greater than 24 in. 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) have 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.

2. Remedies for Breach of Limited Express Substrate Warranty THIS SECTION 3 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 cost estimator, such as R. S. Means) of repairing or replacing any Product(s) that fails to comply with the provisions of Paragraph 1, 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 Paragraph 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, hail, 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 Foundations and Architectural series panel siding on manufactured housing.

6. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) INCLUSIVE 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 I.P:

- a) Homeowners are required to register their home for warranty coverage within 60 days of installation. Warranty Registration is easy and can be accomplished in any one of three ways: 1) Mail-in Registration Cards in the units; 2) Link to LP public web site home page; 3) Phone call to customer service at 800-450-6106 requesting Registration Cards. Second homowner will be required to provide evidence of chain of ownership of home, ie; Deed Transfer.
- b) 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.
- c) 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

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



©2012 Louisiana-Pacific Corp, All rights reserved. LP and SmartSide are registered trademarks of Louisiana-Pacific Corporation. SmartGuard is a registered trademark owned by LP and S.T.N. Holdings Inc.

Note: Louisiana-Pacific Corporation periodically updates and revises its product information. To verify that this version is current, call 800-450-6106.