

Warranty Coverage

Subject to the limitations and exclusions provided below, Tolko Industries Ltd. (“Tolko”) warrants to the builder (“Builder”) who purchases and installs Tolko T-TEC LSL, and to the initial owner (“Owner”), that Tolko T-TEC LSL when properly stored, handled, installed, and maintained^[2], will not delaminate and will meet Tolko’s published performance criteria^[3] for 50 years.

This limited warranty^[1] applies only to construction that has been inspected and certified as compliant with applicable building codes. This limited warranty: (i) is transferable for 50 years; (ii) applies only to Tolko T-TEC LSL manufactured after January 1, 2018; and (iii) supersedes any warranty issued prior to that date and otherwise applicable.

Limited and Exclusive Remedy

If Tolko T-TEC LSL is shown to have failed to meet Tolko performance criteria during proper installation or after proper installation because of a manufacturing defect, Tolko will, in its sole discretion, offer one of the following exclusive remedies for claims covered by this warranty: (i) repair or replace the defective Tolko T-TEC LSL; or (ii) refund or credit the purchase price paid by the Builder for the Tolko T-TEC LSL, as evidenced by the original invoice. Tolko’s total liability will not exceed three (3) times the original purchase price of the defective Tolko T-TEC LSL.

Reporting Claims

A warranty claim will only be honored if: (i) Tolko is provided with written notification of the claim within thirty (30) days after the defect is first discovered; (ii) a Tolko representative, or a professional designated by Tolko, is given reasonable opportunity to inspect the warranted Tolko T-TEC LSL prior to any repair, replacement, alteration, or change; and (iii) all documentation showing Tolko T-TEC LSL failure has been submitted to Tolko within sixty (60) days after the claim is first reported. Upon request, Tolko must be provided with reasonable proof of product identification in the form of a Tolko T-TEC LSL sample, a photograph or a large identifying stamp, or a dated receipt. Written notification must be given by courier, email, or fax to Tolko, at the address provided below.

Exclusions from the Warranty

This warranty does not apply to any exterior application of Tolko T-TEC LSL. This warranty is void outside of North America. This warranty does not cover damage, claims, moisture absorption or defects in the Tolko

T-TEC LSL, including delamination, warping, cracking or splitting due to or arising from:

- (i) failure to comply with Tolko instructions for proper handling, storage, transport, installation, or maintenance;
- (ii) use of the Tolko T-TEC LSL in any application that cannot be shown to comply with applicable building codes;
- (iii) alterations to the building after the original installation of the Tolko T-TEC LSL;
- (iv) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail or similar natural disaster;
- (v) corrosive elements;
- (vi) fire;
- (vii) damage caused by persons other than Tolko;
- (viii) mold and mildew, termites, or other wood destroying organisms; and
- (ix) installation workmanship or product modification.

Exclusion of other Warranties, Express or Implied

Other than this warranty, Tolko T-TEC LSL is sold “as is” and “with all faults”. The warranties and remedies provided above apply to the Builder and Owner only, are transferable for 50 years, 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 conditions and warranties, express or implied, including but not limited to statutory or other conditions and warranties of merchantability or fitness for a particular purpose. Tolko 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 under which such damages are sought.

Other Rights

This warranty confers specific legal rights. The Builder and the Owner may have other rights, which vary from province to province and from state to state.

Governing Law and Attornment

This warranty is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Tolko, the Builder and the Owner shall each attorn to the jurisdiction of the courts of the Province of British Columbia with respect to any dispute arising under this warranty.

[1] Limitations and exclusions apply. See details of warranty and exclusions set out herein.

[2] In compliance with the current recommendations of Tolko [refer to Tolko website for “current recommendations”] and APA-The Engineered Wood Association and good engineering practices.

[3] Delaminate means an extensive physical separation of strands within the T-TEC Product that results in a material reduction in the structural properties of the panel. Minor surface imperfections such as localized checking or loose or folded strands on the panel surface do not constitute delamination. Tolko performance criteria is listed in the T-TEC LSL promotional materials on the Tolko website.

Tolko reserves the right to update, change, modify or otherwise revise this publication without notice. The current and official product warranty is posted on the Tolko website at www.tolko.com/resources/warranties and supersedes any other warranty expressed or implied.

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For more information, please contact:

Tolko Marketing and Sales

PO Box 39 3000 – 28th Street

Vernon, BC V1T 9W9

Tel 250.545.4411 – Fax 250.550.2558

ewpsales@tolko.com



To learn more about Tolko T-TEC LSL please visit our website at www.tolko.com