



Tolko OSB Rim Board and Tolko OSB Rim Board Plus

Transferable, 25-Year Limited Warranty^[1]

Warranty Coverage

Subject to the limitations and exclusions provided below, Tolko Industries Ltd. (“Tolko”) warrants to the builder (“Builder”) who purchases and installs Tolko OSB Rim Board or Tolko OSB Rim Board Plus (each, a “Product” or the “Product”), and to the owner-occupier of the building (“Owner”) that the Product is manufactured to meet the applicable requirements of the Performance Standard for APA EWS Rim Boards PRR-401 ANSI PRR-410, CCMC 13238-L and meets or exceeds the requirements given in ICC-ES Acceptance Criteria for Wood-based Rim Board Products, AC124 (collectively, the “Requirements”), and when properly stored, handled, installed and maintained^[2] will not delaminate^[3] for a period of 25-years from the date of manufacture.

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 up to 25 years after the date of manufacture; (ii) applies only to Products manufactured after January 1, 2012; and (iii) supersedes any warranty issued prior to that date and otherwise applicable.

Limited and Exclusive Remedy

If Tolko OSB Rim Board or Tolko OSB Rim Board Plus is shown to have failed to meet 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 OSB Rim Board or Tolko OSB Rim Board Plus; or (ii) refund or credit the purchase price paid by the Builder for the Tolko OSB Rim Board or Tolko OSB Rim Board Plus, as evidenced by the original invoice. Tolko’s total liability will not exceed three (3) times the original purchase price of the defective Tolko OSB Rim Board or Tolko OSB Rim Board Plus.

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 Product prior to any repair, replacement, alteration, or change; and (iii) all documentation 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 Product 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 OSB Rim Board or Tolko OSB Rim Board Plus. This warranty is void outside of North America. This warranty does not cover: damage, claims, moisture absorption or defects in the Product including delamination, warping, cracking, or splitting due to or arising from:

- i) misuse or improper handling, storage, transport, installation, or maintenance;
- ii) use of the Product other than for uses described in the applicable Tolko Technical Guide;
- iii) use of the Product that does not comply with applicable building codes;
- iv) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail or similar natural disaster;
- v) exposure to corrosive substances or 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 modifications.

Exclusion of other Warranties, Express or Implied

Other than this warranty, the Product is sold “as is” and “with all faults”. The warranties and remedies provided above are for the benefit of the Builder and Owner only, are transferable for up to 25 years after the date of manufacture, 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. Except as otherwise precluded by applicable law, 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 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 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 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 product information,
please visit our website at tolko.com