



Tolko T-PLY Sheathing and Tolko T-PLY Pro Sheathing

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 T-PLY Sheathing and Tolko T-PLY Pro Sheathing grade-stamped “Exterior DFP or CSP – Tolko T-PLY Sheathing,” or “Tolko T-PLY Select” in a building (“Building”), and to the owner-occupier of the Building (“Owner”), that the Tolko T-PLY Sheathing and Tolko T-PLY Pro Sheathing are manufactured to meet the applicable standards identified by the third-party grading agency trademark stamped on the Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing and when properly stored, handled, installed, and maintained^[2] within one hundred and eighty (180) days from the date of purchase (as evidenced by the purchase invoice), will not delaminate^[3] for a period of 25 years from the date of manufacture.

This limited warranty: (i) is transferable for 25 years; (ii) applies only to Tolko T-PLY Sheathing and Tolko T-PLY Pro Sheathing manufactured after January 1, 2013; and (iii) supersedes any warranty issued prior to that date and otherwise applicable. Tolko T-PLY Sheathing and Tolko T-PLY Pro Sheathing are designated as “Exterior” grade as per CSA O121 or CSA O151 or designated as Exposure 1 under the Product Standard 1 (PS1) in place at the time they were manufactured and are not suitable for permanent exposure to the weather or for use in high moisture environments.

Limited and Exclusive Remedy

If Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing delaminates during proper installation or after proper installation because it is defective, Tolko will, at its sole discretion, offer one of the following exclusive remedies for claims covered by this warranty: (i) repair or replace the defective Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing; or (ii) refund or credit the purchase price paid by the Builder for the Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing, as evidenced by the original invoice. Notwithstanding which of the above remedies Tolko elects to offer, Tolko’s total liability will not exceed three (3) times the original purchase price of the defective Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing.

Reporting Claims

A warranty claim will only be considered by Tolko if: (i) Tolko is provided 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-PLY Sheathing or Tolko T-PLY Pro Sheathing 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 reasonable proof of product identification in the form of a Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing 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-PLY Sheathing and Tolko T-PLY Pro Sheathing nor does it cover damage, claims, moisture absorption, or defects in the Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing, 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 Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing other than as sheathing appropriate to the grade stamp on the Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing;
- iii) use of the Panels that cannot be shown to comply with applicable building codes;
- iv) alterations to the Building after the original installation of the Tolko T-PLY Sheathing or Tolko T-PLY Pro Sheathing;
- v) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail, or similar natural disaster;
- vi) corrosive elements;
- vii) mold and mildew, termites, or other wood-destroying organisms;
- viii) damage caused by persons other than Tolko; or
- ix) installation workmanship or product modifications.

Exclusions of Other Warranties, Express or Implied

Other than this warranty, Tolko T-PLY Sheathing and Tolko T-PLY Pro Sheathing is sold “as is” and “with all faults”. The warranties and remedies provided above apply to the Builder and Owner only, are transferable for 25 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”].

[3] “Delaminate” means an extensive physical separation of veneers within the Panel that results in a material reduction in the structural properties of the Panel. Minor surface imperfections such as localized checking 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