

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 OSB Premium Flooring dual grade-stamped APA Rated Sturd-I Floor and STR 1 in a residential or commercial building (“Building”), and to the initial owner-occupier (“Owner”) that Tolko T-TEC OSB Premium Flooring: (i) is manufactured to meet the applicable requirements of US Department of Commerce Voluntary Product Standard PS2 OSB; and (ii) when properly stored, handled, installed and maintained^[2], will not delaminate^[3]. Tolko further warrants to the Builder that when Tolko T-TEC OSB Premium Flooring is properly stored, handled, installed and maintained^[2] it will not require edge sanding due to moisture absorption within five hundred (500) days from the date of purchase by the Builder. This Lifetime Limited Warranty applies only to single layer flooring under carpet and pad and for use in roofing applications where required in both T&G and Square Edge profiles.

This Lifetime Limited Warranty: (i) is transferable ; (ii) applies only to Tolko T-TEC OSB Premium Flooring manufactured after March 1, 2020; and (iii) supersedes any warranty issued prior to that date and otherwise applicable. Tolko T-TEC OSB Premium Flooring panels are designated as Exposure 1 under PS2 and are not suitable for exterior application or permanent exposure to the weather or use in high moisture environments.

Limited and Exclusive Remedy

If Tolko T-TEC OSB Premium Flooring delaminates during or subsequent to proper installation because it is defective, 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 OSB Premium Flooring; or (ii) refund or credit the purchase price paid by the Builder for the Tolko T-TEC OSB Premium Flooring, as evidenced by the original invoice. Notwithstanding which of the above remedies Tolko elects to offer, Tolko may also, in its sole discretion, pay the reasonable cost to repair or replace the single-layer flooring, excluding removal and replacement of cabinetry and/or cover, at wholesale cost, the cost of floor coverings, and reasonable labour costs for removal and reinstallation. Tolko’s total liability will not exceed three (3) times the original purchase price of the defective Tolko T-TEC OSB Premium Flooring.

If edge sanding is required on Tolko T-TEC OSB Premium Flooring panel, Tolko will pay the reasonable cost of sanding the affected area only; cost not to exceed reasonable labour and tool time to a maximum of three (3) times the original purchase price of the defective Tolko T-TEC OSB Premium Flooring. All edge sanding claims must be made and warranty work must be completed prior to the installation of the original floor covering.

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 OSB Premium Flooring panels 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 Tolko T-TEC OSB Premium Flooring 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 OSB Premium Flooring or cover damage, claims, moisture absorption or defects in the Tolko T-TEC OSB Premium Flooring, 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-TEC OSB Premium Flooring other than as residential and/or commercial subflooring and roofing;
- iii) alterations to the Building after the original installation of the Tolko T-TEC OSB Premium Flooring;
- 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) damage caused by persons other than Tolko;
- vii) mold and mildew, termites, or other wood destroying organisms; and;
- viii) installation workmanship or product modification.

Exclusion of other Warranties, Express or Implied

Other than this warranty, Tolko T-TEC OSB Premium Flooring 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, 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 OSB Premium Flooring panel 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