

Warranty Coverage

Subject to the limitations and exclusions provided below, Tolko Industries Ltd. ("Tolko") warrants to the purchaser ("Purchaser") who purchases and installs Tolko Industrial 38 LSL that Tolko Industrial 38 LSL is manufactured to meet non-residential (non-structural) requirements, and when properly stored, handled, installed and maintained^[2] will not delaminate^[3] for a period of 1-year from the date of manufacture.

This limited warranty: (i) is non-transferable; (ii) applies only to Tolko Industrial 38 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 Industrial 38 LSL delaminates during proper installation or after 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 Industrial 38 LSL panel or piece, (ii) refund or credit the purchase price paid by the Purchaser for the Tolko Industrial 38 LSL, as evidenced by the original invoice. Tolko's total liability will not exceed the original cost of the defective Tolko Industrial 38 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 Industrial 38 LSL 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 Industrial 38 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 Industrial 38 LSL or cover damage, claims, moisture absorption or defects in the Tolko Industrial 38 LSL 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 Industrial 38 LSL other than for non-residential (non-structural) purposes;
- iii) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail or similar natural disaster;
- iv) corrosive elements;
- v) damage caused by persons other than Tolko;
- vi) mold and mildew, termites, or other wood destroying organisms; and
- vii) installation workmanship or product modifications.

Exclusion of other Warranties, Express or Implied

Other than this warranty, Tolko Industrial 38 LSL is sold "as is" and "with all faults". The warranties and remedies provided above apply to the Purchaser only, are transferable for one year, 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 Purchaser 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 and the Purchaser 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 strands within the Tolko LSL Industrial 38 panel or board that results in a material reduction in the structural properties of the panel or board. 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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TOLKO

For more product information,
please visit our website at tolko.com