

Tolko T-STRAND OSB Cargo Wall Panels

Non-Transferable, 1-Year Limited Warranty^[1]

Warranty Coverage

Subject to the limitations and exclusions provided below, Tolko Industries Ltd. (“Tolko”) warrants to the Enclosed Cargo Trailer Manufacturer who purchases and installs Tolko T-STRAND OSB Cargo Wall Panels that T-STRAND OSB Cargo Wall Panels are manufactured to meet the applicable manufacturing standards under U.S. Department of Commerce Voluntary Product Standard PS2, and when properly stored, handled, installed and maintained^[2] will not delaminate^[3], for a period of 1-year from the date of manufacture.

Limited and Exclusive Remedy

If a T-STRAND OSB Cargo Wall Panel 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 T-STRAND OSB Cargo Wall Panel; or (ii) refund or credit the purchase price paid by the Enclosed Cargo Trailer Manufacturer for the Panels, as evidenced by the original invoice. Under no circumstances will Tolko’s total liability exceed three (3) times the original cost of the T-STRAND OSB Cargo Wall Panels.

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, and within one (1) year from the date of manufacture of the product; (ii) a Tolko representative, or a professional designated by Tolko, is given reasonable opportunity to inspect the warranted T-STRAND OSB Cargo Wall 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 Panel sample, a photograph, 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 T-STRAND OSB Cargo Wall Panels or cover damage, claims, moisture absorption or defects in the T-STRAND OSB Cargo Wall Panels 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 T-STRAND Cargo Wall Panel other than as a Wall Panel in an Enclosed Cargo Trailer Application;
- (iii) installation workmanship or product modification;
- (iv) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail or similar natural disaster;
- (v) corrosive elements;
- (vi) damage caused by persons other than Tolko; and
- (vii) mold and mildew, termites, or other wood destroying organisms.

Exclusion of other Warranties, Express or Implied

Other than this warranty, T-STRAND OSB Cargo Wall Panels are sold “as is” and “with all faults”. The warranties and remedies provided above apply to the Enclosed Cargo Trailer Manufacturer only, are non-transferrable, 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 warranties and statutory warranties and conditions, express or implied, including but not limited to warranties and conditions 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 Enclosed Cargo Trailer Manufacturer 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 Enclosed Cargo Trailer Manufacturer 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 Tolko and APA - The Engineered Wood Association and good engineering practices.

[3] Delaminate means an extensive physical separation of strands within the T-STRAND OSB Cargo Wall 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 express or implied.

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To learn more about Tolko T-STRAND OSB products please visit our website at www.tolko.com