

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-STRAND Pro OSB SIP Facers, and to the original home owner (“Owner”) that Tolko T-STRAND Pro OSB SIP Facers are manufactured to meet the applicable requirements of US Department of Commerce Voluntary Product Standards PS2, 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: (i) is transferable for 25 years; (ii) applies only to T-STRAND Pro OSB SIP Facers manufactured after January 1, 2012; and (iii) supersedes any warranty issued prior to that date and otherwise applicable.

Limited and Exclusive Remedy

If a Tolko T-STRAND Pro OSB SIP Facers 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 Tolko T-STRAND Pro OSB SIP Facers panel, (ii) refund or credit the purchase price paid by the Builder for the Tolko T-STRAND Pro OSB SIP Facers panel, as evidenced by the original invoice. Tolko’s total liability will not exceed the original cost of the defective Tolko T-STRAND Pro OSB SIP Facers panel.

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-STRAND Pro OSB SIP Facers panel 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-STRAND Pro OSB SIP Facers panel 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 damage, claims, moisture absorption

or defects in the Tolko T-STRAND Pro OSB SIP Facers panel 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-STRAND Pro OSB SIP Facers other than for SIP Facer purposes;
- (iii) use of the Tolko T-STRAND Pro OSB SIP Facers that cannot be shown to comply with applicable building codes;
- (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;
- (vii) mold and mildew, termites, or other wood destroying organisms; and
- (viii) installation workmanship or product modifications.

Exclusion of other Warranties, Express or Implied

Other than this warranty, Tolko T-STRAND Pro OSB SIP Facers 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 Owner may have other rights, which vary from province to provide 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-STRAND Pro OSB SIP Facers 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 to 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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To learn more about Tolko T-STRAND OSB products please visit our website at www.tolko.com/osb