

EXACOR™ RESIDENTIAL LIMITED WARRANTY

1. Definitions

For purposes of this limited warranty (this “warranty”), the following definitions are used:

“HEW” means Huber Engineered Woods LLC.

“Exacor Panels” means (i) 1/2” or 5/8” thick EXACOR™ panels used in exterior wall sheathing applications, (ii) 3/4” thick EXACOR™ panels used in subflooring applications, or (iii) 1/2”, 5/8”, or 3/4” thick EXACOR™ panels used in flooring underlayment applications.

“Residential Structure” means (i) a one- or two- family dwelling or structure (excluding townhomes) permitted under the International Residential Code (as it may be updated or amended from time to time) or governing residential code, and (ii) located in the United States or Canada. No other multi-family, townhomes, or other dwellings are covered by this warranty.

“Warranty Period” means 1 year from the date of installation of the Exacor Panels.

“Original Homeowner” means the original owner of the Residential Structure incorporating the Exacor Panels.

“User” or “you” means either the residential builder who purchased the Exacor Panels installed on the Residential Structure or the Original Homeowner.

“Manufacturing Defects” means irregular or non-square edges to the edge profile, the length and width of the Exacor Panels being more than (+ or -) 1/8” different from the advertised length and width of the Exacor Panels, or severe pitting, cracking, or bubbles on the Exacor Panel surface.

“Delaminate” means the visible separation of layers of the Exacor Panel that reduces the panel’s load-carrying capacity. Minor surface imperfections such as a rough surface, localized surface mesh exposure or aesthetic imperfections do not qualify as delamination.

“Proper installation”, “properly installed” or terms of similar import mean products installed in accordance with the most restrictive of the requirements of (i) the application and installation instructions and guidance specified by HEW (or for third-party products, the manufacturer of such products), (ii) local building code applicable at the time of construction, (iii) the government agency having jurisdiction or (iv) the engineer or architect of record. Products that have not been installed in accordance with the preceding sentence shall be considered improperly installed.

2. Who is covered by this warranty and for how long?

HEW extends the warranty set forth in Section 4 to Users for the Warranty Period.

3. Is this warranty transferable?

This warranty is for the sole benefit of the User, is not transferable, and terminates upon any transfer of the Residential Structure by the Original Homeowner.

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4. What is covered by this warranty?

HEW warrants to Users that, during the Warranty Period, the Exacor Panels installed as part of the original Residential Structure (i) shall be free from Manufacturing Defects and (ii) will not Delaminate.

5. What is *not* covered by this warranty?

This warranty applies only to Exacor Panels manufactured on or after October 4, 2021 and used in exterior wall sheathing, subflooring and flooring underlayment applications (as authorized by the applicable HEW installation instructions) in a Residential Structure. This warranty supersedes any previous warranties offered for such products.

This warranty shall not cover the following (or any conditions related thereto):

- (a) products not properly installed including, but not limited to, the use of Exacor Panels that have been exposed without an exterior finished wall or finished floor covering (as applicable) for greater than 90 days from the date of commencement of installation of the panels;
- (b) installation of products in manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development;
- (c) installation of products in structures that are not new Residential Structures, or which do not conform with all applicable building codes and industry standards;
- (d) products not installed as part of the original Residential Structure construction;
- (e) products removed from their original installation and reused;
- (f) misapplication, abuse, or mishandling of products;
- (g) casualty (such as, but not limited to, in-transit damage, fire, flood, natural disaster or other acts of God, mold, mildew, or insect damage);
- (h) damage caused by persons other than HEW;
- (i) alteration of the structure;
- (j) corrosive elements;
- (k) use of the panels in any exterior or outdoor application (other than exterior wall sheathing as permitted by the HEW installation instructions) including, without limitation, decks, exterior walkways, balconies, or sheds;
- (l) alteration of the Exacor Panels, such as, but not limited to, introduction of chemical treatments, coatings or films;
- (m) damage to, or deterioration of, the exterior wall cladding or finished floor (as applicable) or any additional wall or flooring layers (as applicable) beyond the Exacor Panels, or similar causes; or
- (n) warranty claims which HEW was not notified of strictly in accordance with Section 7 below.

6. What are your remedies under this warranty?

HEW's liability to the User under this warranty is limited to the repair or replacement, at HEW's option, of HEW materials giving rise to the failure to comply with this warranty. In no event will HEW be liable for any amount in excess of the lesser of: (a) the original purchase price of the Exacor Panels that did not perform as warranted under Section 4 (as evidenced by the original invoice) or (b) \$5,000 for the entire Residential Structure.

Warranty claims may only be brought during the Warranty Period, and the Warranty Period is not extended if HEW replaces or repairs the HEW products giving rise to the claim. HEW may change the availability of this warranty at its sole discretion, but any changes will not be retroactive.

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7. How do you obtain warranty service?

In order to obtain service under this warranty, the User must provide written notice of a warranty claim to HEW at the address provided below, no later than 30 days after discovery of the condition giving rise to a claim and provide an original invoice evidencing the purchase and use of Exacor Panels. The User must give HEW a reasonable opportunity to evaluate the problem and inspect the Exacor Panels prior to any alteration, change or repair. The User must, at its expense and risk, remove and replace any building components that cover or otherwise limit access to the HEW products. In the event that HEW elects to replace the HEW products, the User must, at its expense and risk, install the replacement HEW products. The User shall be solely responsible for selecting contractors to perform any repair or replacement work approved by HEW in accordance with the terms of this warranty, and HEW shall only be required to reimburse the User for the reasonable cost thereof.

8. DISCLAIMER OF OTHER WARRANTIES AND LIMITATIONS OF LIABILITY

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS ARE SOLD "AS IS." THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HEW'S ENTIRE LIABILITY FOR DEFECTS IN OR FAILURES OF THE PRODUCTS OR ANY BREACH OF THIS WARRANTY. HEW SHALL NOT UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PROPERTY VALUE OR LOSS OF USE OF PROPERTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. OTHER THAN THE WARRANTIES SET FORTH HEREIN, HEW SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, HEW LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

9. Contact Us

For copies of this warranty or of the applicable HEW application and installation instructions and guidance, or if you have any questions, please contact HEW at the address, phone number or website indicated below. Please include the approximate date of construction of the Residential Structure.

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