

**EXACOR™ WALL SHEATHING AND SUBFLOORING COMMERCIAL LIMITED WARRANTY**

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**1. Definitions**

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

“HEW” means Huber Engineered Woods LLC.

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

“Original Owner” means the original owner of the Commercial Structure incorporating the Exacor Panels.

“Registered User” means either (i) the original builder who purchased the Exacor Panels installed on a Commercial Structure or (ii) the Original Owner, who has, in each case, prior to the installation of the Exacor Panels on the Commercial Structure, (a) properly registered each Commercial Structure (or if the applicable Commercial Structure is part of a Project, each Project Phase) for this warranty at <http://www.huberwood.com/commercial-warranties/registration> and (b) attended, together with representatives from each of the general contractor and the installer of the Exacor Panels on the applicable Commercial Structure (or if the applicable Commercial Structure is part of a Project, on the Commercial Structure(s) in each Project Phase), a Preconstruction Meeting conducted by a HEW representative for each Commercial Structure and/or Project Phase (as applicable).

“Preconstruction Meeting” means a demonstration (in-person or virtual) of general installation guidance for Exacor Panels, conducted by a HEW representative. The format, location and timing of the Preconstruction Meeting shall be at HEW’s sole discretion.

“Standard User” means either (i) the original builder who purchased the Exacor Panels installed on a Commercial Structure or (ii) the Original Owner, who, in each case, does not otherwise meet the definition of a Registered User.

“User” or “you” means the Registered User and/or Standard User, as applicable.

“Commercial Structure” means (i) a Type III or V building designed and permitted under the International Building Code (as it may be updated or amended from time to time) or governing commercial code, or a townhome designed and permitted under the International Residential Code (as it may be updated or amended from time to time) or governing commercial code, (ii) located in the United States, and (iii) not covered by the Exacor Residential Limited Warranty.

“Project” means one or more Commercial Structures designed as one development and constructed in one or more Phases.

“Phase” means a predetermined grouping of Commercial Structure(s) designed as a separate stage of a Project.

“Registered Warranty Period” means 10 years from the date of installation of the Exacor Panels.

“Standard Warranty Period” means 5 years from the date of installation of the Exacor Panels.

“Warranty Period” means the Registered Warranty Period and/or Standard Warranty Period, as applicable.

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“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 Registered Users for the Registered Warranty Period and to Standard Users for the Standard Warranty Period.

## **3. Is this warranty transferable?**

This warranty is for the sole benefit of the User. In the case of a Registered User only, this warranty is transferable by the Original Owner one time during the first 5 years of the Registered Warranty Period and terminates upon any subsequent transfer of the Commercial Structure by the new owner. For Standard Users, this warranty is not transferable and terminates upon any transfer of the Commercial Structure by the Original Owner. Any warranty to the builder is not transferable.

## **4. What is covered by this warranty?**

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

## **5. What happens if I do not register my project?**

In the event an individual or entity, for any reason, does not satisfy the definition of a Registered User, such person shall be considered a Standard User (but only if they meet the definition of a Standard User). Below is a summary of the terms applicable to each type of User:

For Registered Users, (i) the Registered Warranty Period shall apply; (ii) the warranty shall be transferable as set forth in Section 3; (iii) HEW’s liability under this warranty shall be limited as set forth in Section 7(a); and (iv) this this warranty shall not apply to Exacor Panels that have been exposed without an exterior finished wall or finished floor covering (as applicable) for greater than 200 days from the date of commencement of the installation of the Exacor Panels as set forth in Section 6(a). All other terms and conditions of this warranty shall remain the same

For Standard Users, (i) the Standard Warranty Period shall apply; (ii) this warranty shall not be transferable; (iii) HEW’s liability under this warranty shall be limited as set forth in Section 7(b); and (iv) this warranty shall not apply to Exacor Panels that have been exposed without an exterior finished wall

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or finished floor covering (as applicable) for greater than 90 days from the date of commencement of the installation of the Exacor Panels as set forth in Section 6(a). All other terms and conditions of this warranty shall remain the same.

## **6. What is *not* covered by this warranty?**

This warranty applies only to Exacor Panels manufactured on or after October 4, 2021 and used ONLY in exterior wall sheathing and subflooring applications (as authorized by the applicable HEW installation instructions) in a Commercial 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, (1) with respect to Registered Users, greater than 200 days from the date of commencement of installation of the panels or, (2) with respect to Standard Users, 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 Commercial Structures, or which do not conform with all applicable building codes and industry standards;
- (d) products not installed as part of the original Commercial 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 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 8 below.

## **7. 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 the applicable warranty. In no event will HEW be liable for any amount in excess of the lesser of:

- (a) **For Registered Users:** (i) two times (2x) the original purchase price of the Exacor Panels that did not perform as warranted under Section 4 (as evidenced by the original invoice) or (ii) \$250,000 for the entire Commercial Structure or, if a Commercial Structure is part of a Project, for the entire Project; or
- (b) **For Standard Users:** (i) the original purchase price of the Exacor Panels that did not perform as warranted under Section 4 (as evidenced by the original invoice) or (ii) \$100,000 for the entire Commercial Structure or, if a Commercial Structure is part of a Project, for the entire Project.

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Warranty claims may only be brought during the applicable 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.

#### **8. 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.

#### **9. 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.

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**10. 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 Commercial Structure.

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