

50-YEAR HUBER BLUE PLUS® PANELS LIMITED WARRANTY¹

FOR THE BUILDER AND CONTRACTOR:

Huber Engineered Woods LLC ("HEW") warrants that its Huber Blue Plus® panels will not delaminate or require sanding due to moisture absorption during installation.¹

FOR THE PROPERTY OWNER:

HEW warrants that its Huber Blue Plus® panels will not delaminate for a period of 50 years after the date of manufacture.¹

WARRANTY:

Subject to the conditions, exclusions and limitations detailed below, HEW warrants to the builder or contractor who is the original retail purchaser that Huber Blue Plus® panels will not delaminate or require sanding due to moisture absorption during installation, provided installation is within 200 days after purchase and the panels have been properly used, stored, handled, installed and maintained.² Subject to the conditions, exclusions and limitations detailed below, HEW warrants to the original property owner that once properly installed, Huber Blue Plus® panels will not delaminate for a period of 50 years after the date of manufacture. Delamination is a visible separation of layers within the panel that would normally be adhered by the use of adhesives and/or resins during the manufacturing process and that results in reduction of the panel's structural properties. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination.

CONDITIONS OF WARRANTY:

This warranty is only applicable to United States and Canadian customers and for U.S. and Canadian usage. This warranty is governed by and shall be construed in accordance with the laws of the State of North Carolina without reference to its conflicts of law principles. This warranty applies only if Huber Blue Plus® panels were used, stored, handled, installed, and maintained in strict conformance with HEW application information and installation instructions applicable at the time of construction, in a new structure conforming to all applicable building codes and industry standards. Claims under the warranty will only be honored if: (1) HEW is notified in writing at the address below within 30 days after discovery of the condition covered by the warranty, and (2) HEW is given a reasonable opportunity to evaluate the problem and inspect the warranted product prior to any alteration, change or repair.

DATE OF MANUFACTURE:

This warranty applies to Huber Blue Plus® panels produced on or after January 1, 2017.

NON-TRANSFERABLE:

This warranty applies only to the original builder or contractor who is the original retail purchaser of Huber Blue Plus® panels or the original owner of the property at which the Huber Blue Plus® panels have been installed, and is not transferable to subsequent owners or to any other persons or entities. This warranty is voided by sale from the original owner to any subsequent owner of the property at which the Huber Blue Plus panels were installed.

SEE REVERSE SIDE FOR MORE WARRANTY DETAILS.

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EXCLUSIVE REMEDIES:

During proper installation, if delamination occurs or sanding is required due to moisture absorption, HEW will, at its sole discretion, repair or replace the defective panels, reimburse the builder or contractor for the reasonable cost of sanding of any Huber Blue Plus® panels that require sanding due to moisture absorption, or refund the purchase price paid for the defective panels by the builder or contractor (as evidenced by the original invoice). If delamination occurs after proper installation, HEW will, at its sole discretion, repair or replace the defective panels or refund to the property owner the purchase price paid for the defective panels by the builder or contractor. If HEW elects to repair or replace, property owner must give HEW a reasonable opportunity to inspect and repair the property. The property owner must, at its expense and risk, remove and replace any building components which cover or otherwise limit access to the HEW products. In the event that HEW elects to replace the HEW products, the property owner must, at its expense and risk, install the replacement HEW products. In no event will HEW be liable for any amount in excess of the lesser of (i) 3 times the purchase price for the defective panels or (ii) \$250,000 for the entire property, which includes all buildings which are part of the same development or project.

EXCLUSIONS FROM THE WARRANTY:

Huber Blue Plus® panels are not warranted for exterior uses. This warranty does not cover damage, claims, moisture absorption, delamination or defects in the product, including warping, cracking or splitting, due to: misuse or improper handling, transport, storage, installation or maintenance; application of secondary treatments such as coatings, finishes or other materials; alterations to the structure, including removal and reuse in another structure, after the original installation of Huber Blue Plus® panels; physical forces such as fire, floods, natural disasters and other acts of God; corrosive elements; damage caused by persons other than HEW; termites or other wood destroying organisms, including mold and mildew; or use of the panels other than as a building subfloor. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination. Manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development (HUD) are excluded.

EXCLUSION³ OF OTHER WARRANTIES:

THE WARRANTIES AND REMEDIES DESCRIBED ABOVE APPLY TO THE ORIGINAL BUILDER OR ORIGINAL CONTRACTOR AND/OR ORIGINAL PROPERTY OWNER ONLY AND ARE THEIR SOLE AND EXCLUSIVE

WARRANTIES AND REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND, WHERE NOT PERMITTED TO BE DISCLAIMED, ARE EXPRESSLY LIMITED TO THE SAME PERIOD OF TIME AS THE WARRANTIES DESCRIBED ABOVE AND THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTIES SHALL BE REPAIR, REPLACEMENT OR REFUND AS PROVIDED ABOVE, ELECTED IN HEW'S SOLE DISCRETION. IN NO EVENT WILL HEW BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGES, REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

- 1. See details of warranty and exclusions outlined herein.
- 2. Proper installation shall be deemed to mean the most restrictive of the requirements specified by Huber Engineered Woods, local building code provision, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record.

 3. These exclusions may not apply where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, and some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the preceding exclusion or limitation may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

ADDITIONAL INFORMATION:

For copies of the applicable HEW application information and installation manuals or to provide notice of a warranty claim, please contact us at the address or phone numbers listed below, or visit HuberWood.com for details.

Huber Engineered Woods

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