

## HUBER BLUE PLUS™ 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.

“Huber Blue Plus Panels” means any Huber Blue Plus® panel used in a subflooring application in accordance with HEW’s installation instructions and guidance.

“Original Owner” means the original owner of the Commercial Structure incorporating the Huber Blue Plus Panels.

“Registered User” means either (i) the original builder who purchased the Huber Blue Plus Panels installed on a Commercial Structure or (ii) the Original Owner, who has, in each case, and for each Commercial Structure or, if the applicable Commercial Structure is part of a Project, for each Project Phase, properly registered for this warranty at <http://www.huberwood.com/commercial-warranties/registration> prior to installation of the Huber Blue Plus Panels on the Commercial Structure.

“Standard User” means either (i) the original builder who purchased the Huber Blue Plus 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 a building (i) not covered by the Huber Blue Plus Residential Limited Warranty; (ii) located in the United States or Canada, and (iii) built in accordance with applicable building code at the time of construction

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

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

“Warranty Period” means 50 years from the date of manufacture of the Huber Blue Plus Panels.

“No-Sanding Guarantee Period” means 200 days from the purchase date of the Huber Blue Plus Panels.

“Delaminate” means the visible separation of the wood strand layers of the base OSB panel that reduces the panel’s load-carrying capacity. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking 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.

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

HEW extends the warranty set forth in Section 4 to Users for the time periods set forth therein.

## 3. Is this warranty transferable?

This warranty is for the sole benefit of the User. In the case of a Registered User only, the warranty set forth in Section 4(b) is transferable by the Original Owner one time during the first 5 years of the Warranty Period and terminates upon any subsequent transfer of the Commercial Structure by the new owner. For Standard Users, the warranty set forth in Section 4(b) is not transferable and terminates upon any transfer of the Commercial Structure by the Original Owner. The warranty set forth in Section 4(a) is not transferable.

## 4. What is covered by this warranty?

HEW warrants:

- (a) To the User who is the original builder who purchased the Huber Blue Plus Panels installed as part of the original Commercial Structure, that the Huber Blue Plus Panels will not Delaminate nor require sanding due to moisture absorption during installation, provided that the installation is completed within the No-Sanding Guarantee Period; and
- (b) To the User who is the Original Owner, that, after installation, the Huber Blue Plus Panels installed as part of the original Commercial Structure will not Delaminate during the Warranty Period.

## 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), the warranty set forth in Section 4(b) shall not be transferable as set forth in Section 3, and the liability limits set forth in Section 7(c)(ii) shall apply. 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 Huber Blue Plus Panels manufactured on or after October 4, 2021 and used in subflooring applications 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 Huber Blue Plus Panels that have been exposed without a finished floor covering for greater than 200 days from the date of purchase 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;

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- (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, including, without limitation, decks, exterior walkways, balconies, or sheds;
- (l) alteration of the Huber Blue Plus Panels, such as, but not limited to, introduction of chemical treatments, coatings or films
- (m) damage to, or deterioration of, the finished floor or any additional flooring layers beyond the Huber Blue Plus 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?**

- (a) **With respect to the warranty set forth in Section 4(a):** HEW shall, at its sole discretion, repair or replace the Huber Blue Plus Panels giving rise to the failure to comply with this warranty, reimburse the User for the reasonable cost of sanding any Huber Blue Plus Panels that require sanding due to moisture absorption, or refund the purchase price paid by the User for such panels; and
- (b) **With respect to the warranty set forth in Section 4(b):** HEW shall, at its sole discretion, repair or replace the Huber Blue Plus Panels giving rise to the failure to comply with this warranty or refund the purchase price paid the by the User for such panels.
- (c) HEW's liability to the User under this warranty is limited to the remedies set forth in this Section 7 and in no event shall HEW's total liability hereunder exceed the lesser of:
  - i. **Registered Users:** (A) 3 times (3x) the original purchase price of the Huber Blue Plus Panels that did not perform as warranted under Section 4 or (B) \$250,000 for the entire Commercial Structure or, if a Commercial Structure is part of a Project, for the entire Project; or
  - ii. **Standard Users:** (A) the original purchase price of the Huber Blue Plus Panels that did not perform as warranted under Section 4 or (B) \$100,000 for the entire Commercial Structure or, if a Commercial Structure is part of a Project, for the entire Project.

Warranty claims may only be brought during the applicable time periods set forth in Section 4, and such time periods are not extended if HEW replaces or repairs the applicable 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 Huber Blue Plus Panels. The User must give HEW a reasonable opportunity to evaluate the problem and inspect the Huber Blue Plus 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.

## 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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