owenscorning.com/lumber



STANDARD PRODUCT LIMITED WARRANTY ON OWENS CORNING® LUMBER STRUCTURAL FRAMING PRODUCTS.

THIS LIMITEDWARRANTY INCLUDES LIMITATIONS IN ITS TRASFERABILITY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

FOR CANADA ONLY: THE TERMS IN THIS LIMITED WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO ANY PROVINCIAL LAWS.

#### INTRODUCTION

Thank you for your recent purchase of Owens Corning \*Lumber Structural Framing Products manufactured by Owens Corning Engineered Components, LLC ("Owens Corning Lumber"). We have attempted to write this warranty in clear, plain English terms, so you will fully understand the warranty we are making to you.

### WHO IS COVERED

To be entitled to the benefits of this Standard Product Limited Warranty: (1) Your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (the property Owner, not the installer or contractor) of the Owens Corning<sup>®</sup> Lumber Structural Framing Products.

Single-family detached homes and properties, owned by individuals shall be provided a limited lifetime coverage<sup>1</sup>.

Other types of properties and structures including but not limited to commercial, institutional, association or related entities shall be provided a twenty-five (25)-year warranty.

# WHAT IS COVERED

We warrant to the original end-use purchaser that, for the applicable warranty period described below, when properly installed, used and maintained under normal use and service conditions and in accordance with Owens Corning® Lumber's written instructions, your Owens Corning® Lumber Structural Framing products are free of any manufacturing defects that materially affect their performance for their intended use, and shall not suffer structural damage from termites or fungal decay, splitting, splintering.

This warranty applies only to those Owens Corning<sup>®</sup> Lumber Structural Framing products purchased on or after March 1, 2023, and before the date a later Owens Corning<sup>®</sup> Lumber Limited Warranty applicable to these products comes into effect.

Structural Framing Lumber profiles include 2x4, 2x6, 2x8, 2x10 and 2x12.

### **HOW LONG ARE YOU COVERED**

Single-family detached homes and properties shall be covered from the period beginning at the date of original consumer's purchase of the product and extending through the lifetime of the original purchaser's ownership of the property.

<sup>&</sup>lt;sup>1</sup> For as long as the original owner of the single-family detached home owns the property.

owenscorning.com/lumber

Other types of properties shall be covered from the period beginning at the date of original consumer's purchase and continue for a period not to exceed twenty-five (25) years.

### SINGLE-FAMILY DETACHED HOMES AND PROPERTIES

For the first twenty-four (24)-months of the coverage period; single-family detached homes and properties, Owens Corning® Lumber shall compensate you to either repair or replace defective Owens Corning® Lumber Structural Framing products. The compensation provided by Owens Corning® Lumber is limited to the cost of replacing Owens Corning® Lumber Structural Framing products and the labor directly required to repair or replace (excluding tear-out and disposal costs) such defective Owens Corning® Lumber products.

After the initial twenty-four (24)-months of the Limited Warranty coverage period, we will provide prorated compensation of the cost of the defective Owens Corning® Lumber Structural Framing products, but no labor or other costs will be covered, and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim, and reduce the amount of our compensation to you accordingly. We will prorate the amount of our compensation to you to adjust the number of years you have enjoyed from the original installation through the date of your claim. Further detail can be found on the "Limited Lifetime Lumber Products Proration Table" below. Owens Corning® Lumber reserves the right to arrange directly for the repair or replacement of your products instead of compensating you directly.

### OTHER TYPES OF PROPERTIES

The coverage for the Owens Corning® Lumber Structural Framing products offered by this Limited Warranty depends on the structure which the products are installed on relate to. Lifetime coverage for all Owens Corning® Lumber products applies only to single-family detached homes. For all structures that are not single-family detached home installations, we will provide prorated compensation of the cost of the defective Owens Corning® Lumber Structural Framing products, but no labor or other costs will be covered and we will take into account the number of full years of use that you have enjoyed from the original installation date through the date of you claim, and reduce the amount of our compensation to you accordingly.

Limited Lifetime+ Lumber Product Proration§ Table			
Structure/Owner	First 24 Months	Prorated	Prorated Years 26
		Years 3-	and Beyond
		25	
Single-Family detached home owned by individuals	100%++	Starts at 94% and reduced By 3% annually until year 25	25%
Structure/Owner	Prorated	Years 26 and Beyond	
	Years 1-		
	25		
	100% reduced by 4% annually until year 25	No coverage	

owenscorning.com/lumber

- + For as long as Owner owns home.
- § Proration is calculated annually, based on the original installation date. There are no partial year prorations.
  - ++ Of costs covered under this warranty.

#### WHAT IS NOT COVERED

This Limited Warranty does not cover any problems with non-defective lumber products caused by conditions or handling beyond our control. Some examples of conditions not covered by this Limited Warranty include:

- 1. Improper installation, fabrication, engineering service, maintenance, or failure to adhere to Owens Corning® Lumber's installation instructions.
- 2. Repairs required as a result of normal wear and tear.
- 3. The product is subjected to abuse, misuse, negligence, improper storage, improper or abnormal use, failure to maintain, fire or other acts including, without limitation, acts of God or environmental pollutants.
- 4. Use of the products beyond normal use or service conditions, or in an application not recommended by Owens Corning® Lumber or applicable building codes.
- 5. Movement or any distortion, collapse or settling of the ground or supporting structure on which the product is installed.
- 6. Any variations in the original color, including, but not limited to, fading, discoloration and spotting.
- 7. The product is altered or modified without the prior written approval of Owens Corning® Lumber.
- 8. Costs incurred for tools, equipment, fasteners, fabrication, permitting, inspections transportation or other site work are not included.

### THIS LIMITED WARRANTY IS NON-TRANSFERABLE.

### REPLACEMENT PRODUCT VARIATION

As a result of our ongoing efforts to improve and enhance our products, we must reserve the right to discontinue or modify our lumber products, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement products you receive vary in color either because of normal weathering or changes in our product line. You should understand that, if we replace any of your lumber products under this warranty, we reserve the right to provide you with substitute lumber products that are comparable only in quality and price to your original lumber products.

### COMPENSATION

Under the terms of this Limited Warranty, the manner of compensation is at the sole discretion of Owens Corning<sup>®</sup> Lumber and may be arranged directly by Owens Corning<sup>®</sup> Lumber or issued in the form of cash settlement and/or material credit for Owens Corning<sup>®</sup> Lumber Structural Framing products to an existing supplier of Owens Corning<sup>®</sup> Lumber materials. All costs must be pre-approved by Owens Corning<sup>®</sup> Lumber.

### NOTICE AND REQUIREMENTS

Notice of any claim under this Limited Warranty must be given promptly to Owens Corning<sup>®</sup> Lumber in writing along with the original purchase invoice indicating the date of purchase, purchase price, place of purchase along with

owenscorning.com/lumber

pictures of the defective product, a detailed description of the defect, and proof of property ownership. In some circumstances, samples may be requested. This notice shall be given within (1) thirty (30) days after receipt of the product if the claim is for nonconformity or breach which could be discovered by visual inspection or (2) thirty (30) days after actual discovery of any nonconformity or breach.

Any such claim shall be delivered to Owens Corning® Lumber, One Owens Corning Parkway, Toledo, Ohio, 43659, attention Customer Service and shall be effective when delivered, or three (3) business days after mailing if mailed in the US, or when received by Owens Corning® Lumber if not mailed in the US or personally delivered. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from remedy. If you repair or replace your Owens Corning® Lumber products before Owens Corning® Lumber has made a determination on your claim, your claim may be denied. Owens Corning® Lumber shall have a reasonable time after notification of a claim to inspect if it deems an inspection necessary. If requested by Owens Corning® Lumber, the owner shall provide Owens Corning® Lumber with reasonable access, during normal business hours, for the purpose of conducting an inspection of the lumber products.

### NO MODIFICATIONS TO THIS LIMITED WARRANTY

The terms of this Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act), except in writing signed by an officer of Owens Corning Lumber or a licensed attorney in the Owens Corning legal department. Other than such an officer or attorney, nobody (regardless of whether an Owens Corning employee, a contractor, an installer, or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this Limited Warranty, to make representations or warranties, or to undertake any liability). This Limited Warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

### MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning® Lumber and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® Lumber Structural Framing products ("Dispute"). This Limited Warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning® Lumber should be addressed to: Owens Corning® Lumber, One Owens Corning Parkway, Toledo, OH 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within thirty (30) days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Limited Warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

# YOU AND OWENS CORNING® LUMBER HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

owenscorning.com/lumber

YOU AND OWENS CORNING® LUMBER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### GOVERNING LAW AND FORUM

This Limited Warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "Arbitration" provision in this Limited Warranty, if there are any Disputes that cannot be arbitrated, then the parties' consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

#### SAVINGS AND SEVERABILITY

To the extent that this Limited Warranty is inconsistent with applicable law, this Limited Warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Limited Warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Limited Warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this Limited Warranty fully legal and enforceable. If a term in this Limited Warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this Limited Warranty enforceable.

# LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING® LUMBER AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® LUMBER PRODUCTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS LIMITED WARRANTY.

YOUR REMEDY FOR DEFECTIVE LUMBER PRODUCTS IS FULLY DESCRIBED IN THIS LIMITED WARRANTY. YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THIS LIMITED WARRANTY. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING LUMBER PRODUCTS.

OWENS CORNING® LUMBER IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR CANADA ONLY — The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.