



1. LIMITED WARRANTY. Georgia-Pacific Wood Products LLC ("GP") provides the following limited warranties ("Limited Warranty") with respect to camouflage plywood and oriented strand board ("OSB") panels (the "Product") manufactured by GP or its affiliated U.S.-based Georgia-Pacific companies, and purchased and used within the continental United States. PLEASE READ THIS DOCUMENT CAREFULLY AS THIS LIMITED WARRANTY IS SUBJECT TO THE TERMS AND CONDITIONS BELOW.

(a) TO THE ORIGINAL PURCHASER

"90-Day Limited Warranty."

GP warrants to the original purchaser of the Product ("Original Purchaser") that for a period of ninety (90) days from the date of purchase (the "Limited Warranty Period"):

(A) The Product will be free of Delamination (as defined in Paragraph 1(b) below) caused by a manufacturing or design defect.

(B) The Product will be free of Overlay Delamination (as defined in Paragraph 1(b) below) caused by a manufacturing or design defect.

(C) GP further warrants that Product bearing the APA®-The Engineered Wood Association certifications will, on the date of manufacture, meet the applicable Industry Standard (as defined in Paragraph 1(b) below).

This Limited Warranty is non-transferable and is being extended by GP to the Original Purchaser who vertically installs the Product, or has had the Product vertically installed, in a structure. Additional restrictions are set out in Paragraph 2 below.

(b) DEFINITIONS

"Delamination" means a visible separation between layers that normally receive adhesive at their interface and are firmly contacted in the pressing operation. Wood characteristics such as checking, leafing, splitting, and broken grain are not to be construed as Delamination.

"Overlay Delamination" means the visible separation of the camouflage overlay from the OSB or plywood panel exceeding 20 square inches (equivalent to a 5 inch diameter area) on more than two separate areas per panel.

"Industry Standard" as used in this Limited Warranty means that any Product bearing the APA®-The Engineered Wood Association certifications will, on the date of manufacture, meet the applicable manufacturing standards under U.S. Product Standard PS-1 or PS-2 as indicated on the Product and in effect at the time of manufacture.

"Warranted Condition" as used in this Limited Warranty means, as applicable, Product Delamination, Overlay Delamination or Product's failure to meet the Industry Standard on the date of manufacture.

"You" or "Your" as used in this Limited Warranty means the Original Purchaser.

2. WHAT WE WILL DO; YOUR LIMITED REMEDY. If during the Limited Warranty Period, the Original Owner provides notice of Warranted Condition in accordance with Section 3 herein, GP will, in its sole discretion, either repair or replace the nonconforming portion of the Product, or reimburse you the original retail purchase price of the nonconforming portion of the Product. If you are unable to establish the original retail purchase price, such shall be determined by GP in its reasonable discretion. GP's repair or replacement of the nonconforming portion of the Product or reimbursement as described herein is GP's only obligation with respect to the Product and also your sole and exclusive remedy for damage allegedly caused by, or a defect of any nature in, the Product.

3. WHAT YOU MUST DO; CONDITIONS OF LIMITED WARRANTY.

Coverage under this Limited Warranty shall be subject to the following terms and conditions:

(a) Promptly following discovery of a Warranted Condition, you must provide written notice to GP at 133 Peachtree Street N.E., 14th Floor, Atlanta, GA 30303, Attn: Claims Manager. All notices must be accompanied by a sales receipt. In addition, the notice must describe the location and details of the claimed defect and include photographs, proof that you are the Original Purchaser, and any additional information reasonably requested by GP to investigate the claim.

(b) Prior to beginning any permanent repair, you must allow GP or its agent a reasonable time (at least thirty (30) days after receipt by GP of all reasonably requested information) to enter the property and structure where the Product is installed to examine, photograph and take samples of the Product. Failure to follow the requirements of this Paragraph 3 may permit GP to void this Limited Warranty. GP is not responsible to the extent any Warranted Condition is worsened by your failure to promptly report such claimed defect.

(c) With respect to any Dispute (as defined in Paragraph 7(a) below), including but not limited to any Dispute arising out of or relating to GP's denial or partial honoring of a warranty claim, you must proceed to mandatory arbitration or small claims court, subject to the terms herein (**SEE ARBITRATION AGREEMENT IN PARAGRAPH 7**).

4. WHAT YOUR LIMITED WARRANTY DOES NOT COVER.

A Warranted Condition shall not include, and this Limited Warranty does not cover any alleged Product claim resulting from or in any way attributable to: (a) Accident or abuse; (b) Misuse or misapplication of the Product, which includes any application other than vertical installation; (c) Failure to store, handle, install or maintain a Product carrying the APA-The Engineered Wood Association grade stamp in accordance with: i) Form U450 entitled "Builder Tips Storage and Handling of APA Trademarked Panels" (available at www.apawood.org/publications), ii) Form No. E30 entitled "APA Engineered Wood Construction Guide" (available at www.apawood.org/publications), iii) standard building practices and all applicable building codes, or iv) otherwise in accordance with good and customary storage, handling, maintenance and installation practices in the building industry; (d) Improper or incompatible installation of other materials incorporated into the structure; (e) Repair of the Product or structure; (f) Failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the structure or movement of framing members; (g) Faulty structure design; (h) Wind or weight loads exceeding Product or structure design values; (i) Abnormal weather and use conditions, such as impact with objects, earthquake, flood, fire or other acts of God or nature; (j) Sustained cascading or pooling of water, immersion in water or other abnormal exposure to moisture, or exposure to moisture avoidable by good and customary maintenance practices; (k) Insuitability or performance deficiencies of any cladding, coating, finishes, coverings, paints, stains, coats, caulk, or other materials applied or attached to the Product; (l) Termites or other pests; (m) A third-party's actions, omissions or negligence; (n) Any cause other than a Warranted Condition attributable to GP, or (o) Product manufactured by anyone other than GP or its affiliated U.S.-based Georgia-Pacific companies. In addition, this Limited Warranty does not cover any damage other than the nonconforming portion of the Product. This Limited Warranty does not cover any claims for Warranted Conditions made after the expiration of the Limited Warranty Period.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL GP BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR

EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO, IN EACH CASE, THE PURCHASE, SALE OR USE OF THE PRODUCT, ANY WARRANTED CONDITION, OR ANY OTHER CLAIMED PRODUCT DEFECT OR DEFICIENCY. Such limitation upon GP's liability includes, but is not limited to, loss of profits or of use of the Product, costs of installation, removal or reinstallation, damage to other property, diminution of value to property, or economic loss of any kind, whether based upon breach of warranty, breach of contract, tort or under any other legal or equitable theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This exclusion is intended to be independent from, and shall survive the failure of, any other liability limitation provided in this Limited Warranty.

6. EXCLUSIVE REMEDY; DISCLAIMER. THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, AND WHETHER SUCH REMEDIES ARE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. GP HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The above disclaimer shall not apply to the extent applicable consumer law prohibits the disclaimer of an implied warranty. Also, some states may not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. Any implied warranty that GP is required to provide under this Limited Warranty shall be for the minimum duration required by applicable law. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

7. ARBITRATION AGREEMENT. If GP is unable to resolve your warranty claim to your satisfaction or if there is any other Dispute, we each agree to resolve those Disputes through binding arbitration or small claims court, subject to the terms below, instead of in courts of general jurisdiction. In an arbitration proceeding, a neutral arbitrator, not a judge or jury, will decide any Disputes. The decision of the arbitrator will be final and binding.

(a) Definitions:

(i) As used in this document, the phrase "Arbitration Agreement" refers to the entirety of Paragraph 7 herein.

(ii) The terms "you" and "your" shall have the meaning as set forth in Paragraph 1(b) above.

(iii) The term "Dispute(s)" shall mean and include any dispute, claim or controversy between you and GP that arises out of or relates to, in each case, the purchase, sale or use of the Product, any Warranted Condition or any other claimed Product defect or deficiency and/or to the Limited Warranty, whether based in contract, indemnity, statute, regulation, ordinance, tort (including, but not limited to, negligence, strict liability, fraud, misrepresentation, fraudulent inducement, or any other intentional tort), or any other legal or equitable theory. "Dispute" is to be given the broadest permitted meaning.

(iv) References to "GP," "you," and "we" include our respective parents, subsidiaries, affiliates, agents, employees, members, predecessors in interest, successors, and assigns.

(b) Mandatory Arbitration: **EXCEPT FOR DISPUTES OF \$2,500 OR LESS, WHICH MAY BE FILED IN SMALL CLAIMS COURT, YOU AND GP AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO FILE AN ACTION IN COURT. ANY ARBITRATION OR SMALL CLAIMS COURT ACTION WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

(c) Settlement Demand: A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to GP should be addressed to: 133 Peachtree Street N.E., 14th Floor, Atlanta, GA 30303, Attn: Dispute

Resolution ("Notice Address"). The Notice must (a) describe the nature and basis of the Dispute; and (b) set forth the specific relief sought. If you and GP do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or GP may commence an arbitration proceeding or an action in small claims court. The amount of any settlement offer made by GP or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GP is entitled.

(d) CPR Rules: You and GP agree that this Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs its interpretation and enforcement. All arbitrations shall be conducted on a confidential basis before the CPR International Institute for Conflict Prevention and Resolution ("CPR"). The CPR rules are available on its website, www.cpradr.org. Except as otherwise stated herein, the CPR Fast Track Arbitration Rules will apply in any arbitration hereunder. To initiate arbitration, you may send a letter requesting arbitration and describing your Dispute(s) to the CPR in accordance with the CPR procedures for initiating an arbitration, with a copy to GP at the Notice Address. Alternatively, you may request that GP initiate the arbitration with the CPR by sending your request by letter to GP at the Notice Address. The arbitration will take place in the county where you reside. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the CPR rules.

(e) Arbitrator Powers: The arbitrator is bound by the terms of this Arbitration Agreement and Limited Warranty, as written. You and GP agree that an arbitrator may only award such relief as a court of competent jurisdiction could, limited to the same extent as a court would limit relief pursuant to the terms of this Arbitration Agreement and any warranty applicable to you. All issues are for the arbitrator to decide, including the scope and enforceability of the arbitration provision as well as the arbitrability of Disputes. The arbitrator shall apply the law of Georgia without reference to choice of law rules, which law shall also govern interpretation and enforcement of this Arbitration Agreement and Limited Warranty. The arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) Payment of Arbitration Fees and Costs: **GP WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES.** You shall not be required to reimburse GP for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this Arbitration Agreement, GP will pay all fees and costs that it is required by law to pay, including payment of your attorney's fees and litigation costs if required by applicable law. **IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN GP'S LAST SETTLEMENT OFFER, GP WILL PAY THE AWARD AMOUNT PLUS A REASONABLE ATTORNEY'S FEE UP TO THE LESSER OF THREE TIMES THE AWARD AMOUNT OR \$2,500, ON CONDITION THAT YOU HAVE NOT DISCLOSED THE AMOUNT OF ANY SETTLEMENT OFFER MADE BY GP OR YOU TO THE ARBITRATOR IN BREACH OF PARAGRAPH 7(c) ABOVE.**

(g) Class Action Waiver: **ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF: THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER HOMEOWNERS OR PURCHASERS OF GP PRODUCTS, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

(h) Jury Trial Waiver: If for any reason this Arbitration Agreement is found to be unenforceable, you and GP each expressly

and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.**

(i) **Opt-Out Rights:** Notwithstanding any contrary provision of this Limited Warranty, GP hereby reserves the right to opt out of mandatory arbitration if named in a lawsuit by a third-party that is a defendant in a lawsuit brought by an Original Purchaser, and requires that all related Disputes governed by this Limited Warranty be resolved in such proceedings.

8. EFFECTIVE DATE. This Limited Warranty shall be effective with respect to Product manufactured on or after September 1, 2014 (the "Effective Date").

9. ENTIRE AGREEMENT. This document is the entire agreement between you and GP with respect to the Product and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written. No GP reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. The provisions of this Limited Warranty are severable. If any provision of this Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect. **NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON THE CLASS ACTION WAIVER HEREIN IS FOUND TO BE UNENFORCEABLE, THE ENTIRE ARBITRATION AGREEMENT SHALL BECOME NULL AND VOID.**

10. MODIFICATION. GP reserves the right to discontinue and/or modify the Product and/or this Limited Warranty at any time without notice, provided, however, that any modification to this Limited Warranty shall not apply to any Product for which this Limited Warranty is already in effect.

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