



# Zinc Borate Treated OSB

## 25 Year Limited Warranty



### Warranty Coverage

West Fraser (the “Manufacturer”) represents and warrants that oriented-strand board (“OSB”) panels containing, and labeled as containing, factory treated zinc borate preservative (the “Product”) will not exhibit any delamination (being a visible separation within the panel that results in the reduction of the panel’s structural strength), will be free of manufacturing defects, will perform without failure of structural integrity due to damage caused from termites and fungal decay and will meet or exceed product standards in the U.S. and Canada (the “Product Standards”) all provided that the Product is used for interior, dry, above ground and protected applications in a building, and that it is properly stored, transported, handled, installed and maintained.

### Product Standards

The Product will be manufactured in Canada in Accordance with CSA Standard 0325 and PS 2-18 or in accordance with other applicable industry product standards in existence at the time of manufacture. The Product will contain factory treated zinc borate preservative (“Zinc Borate”) in the amount prescribed either by the American Wood Protection Association (AWPA) Standard T1 Section J (for use categories of UC1 and UC2) or the Australia/New Zealand Standard AS/NZS 1604.2 (for H2 Exposure, South of the Tropic of Capricorn).

### Warranty Period

For a period of 25 years from the date of manufacture, this warranty applies to both: (i) the builder who purchases the Product and/or the licensed installer; and (ii) the initial building owner (collectively, the “Purchaser”).

### Remedy

For any Product that the Manufacturer determines, in its sole discretion, does not conform to this Warranty, the Manufacturer will, at its sole discretion, pay for either the repair or replacement of the panels (at wholesale cost) plus in either case a reasonable cost of labor. The Remedy does not include repair or replacement of any other materials.

### Exclusions From The Warranty

Exclusions from coverage by the Warranty include, but are not limited to, the following:

- Damage arising from moisture absorption or decay due to improper installation, application, storage or handling
- Secondary treatments that interact with the Zinc Borate treatment
- Damage from improper use, transportation, handling, installation or maintenance
- Damage arising because the Product is allowed to become wet during storage or installation
- Acts of God, building design, application or construction of the structure
- Exposure to moisture conditions that leach the Zinc Borate treatment from the Product
- Failure of the builder or owner to comply with local recommended or required termite control standards or practices.
- Termite “Grazing” that does not affect the structural integrity of the Product (note that the use of treated wood products adjacent to untreated wood products can increase the risk of damage)
- Alterations to the structure after the original installation of the Product
- Minor surface flaking, edge cracking, or minor edge swelling
- Product not installed by a licensed contractor
- Product installed in such a manner as to have exterior exposure
- Product is stored, held or installed in any space that has or creates an exterior environment
- Damage from rot, mold or mildew due to improper installation, application, storage or handling
- Product not stored, handled, maintained and installed according to the most stringent of the appropriate building code(s), the engineer’s and/or designer’s specifications, or the APA Engineered Wood Construction Guide E30

**Filing a Claim**

The Purchaser will notify the Manufacturer in writing within 30 days of discovering any defects in the Product during the Warranty Period. Failure to provide such notice will void any obligation of the Manufacturer under this Warranty. Access to the building where the Product has been used by the Purchaser shall be provided to the Manufacturer and its representatives for the purpose of inspection. All receipts, building permits, and installation records are to be supplied to the Manufacturer upon request.

Send notice to: West Fraser - One Toronto Street, Suite 600, Toronto, Ontario Canada M5C 2W4

**EXCLUSION**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THE WARRANTY, THE PRODUCT IS SOLD "AS IS" AND "WITH ALL FAULTS." THE WARRANTIES AND REMEDIES PROVIDED ABOVE APPLY TO THE BUILDER, LICENSED INSTALLER AND INITIAL BUILDING OWNER ONLY, AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW, AND ARE MADE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS, ORAL, LEGAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING OUT OF A COURSE OF DEALING OR TRADE USAGE OR ADVERTISING OF THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MANUFACTURER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGES REGARDLESS OF THE THEORY (INCLUDING NEGLIGENCE) UNDER WHICH SUCH DAMAGES ARE SOUGHT.

**Governing Law and Attornment**

This Warranty is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Manufacturer and Purchaser each hereby attorns to the exclusive jurisdiction of the courts of the province of Ontario with respect to any dispute arising under this Warranty. This warranty gives you certain specific legal rights, and you may also have other rights which vary from state to state or province to province.

**West Fraser**

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