

# Georgia-Pacific Wood Products, LLC Camouflage Panel Limited Warranty

Georgia-Pacific Wood Products LLC ("GP") makes the following limited warranty covering camouflage plywood and oriented strand board (OSB) panels (the "Products") manufactured by GP. Note: This limited warranty is non-transferable and is being extended by GP to the original purchaser only, who installs/has had installed camouflage panels vertically in a temporary structure ("Purchaser").

## Product Limited Warranty

GP warrants that its Products will meet applicable manufacturing industry standards as certified on the APA-The Engineered Wood Association ("APA") trademark stamp on the back of the Product(s) at the time of delivery and warrants that, when vertically installed, the Product(s) and overlay will not delaminate, from normal exposure, for 90 days from the date of purchase. Panel delamination is defined as visible separation within the panel between plies (plywood) or layers (OSB) that would normally receive glue at their interface and be firmly contacted in the pressing operation. Characteristics such as checking, leafing, splitting, broken grain, folded flakes, telegraphing of strands and edge swell are not to be construed as delamination. For the purpose of reinspection, panel delamination will be as defined for Exposure 1 bond durability plywood panels in paragraphs 2.17 and 2.17.2 of Voluntary Product Standard PS 1-07, Construction and Industrial Plywood, and for Exposure 1 bond durability OSB panels as defined in section 5.33 and section 5.3.3.1, paragraph d of PS 2-04, Performance Standard For Wood-Based Structural-Use Panels. Overlay delamination is defined as any individual unbonded overlay area exceeding 20 square inches (equivalent to a 5" diameter area), not to exceed two per panel.

## Exclusions, Limitations & Disclaimers

This limited warranty shall not apply to, and GP shall not be liable for, product damage or failure resulting from:

- a) application of the panels other than in a vertical orientation; or
- b) causes other than normal use conditions such as improper storage, handling, maintenance, installation, impact with other objects, earthquake, flood, fire, acts of God, war, civil disorder, earthquake, flood, fire, lightening, hurricane, mud slide or other earth movement, severe weather or other similar phenomenon;
- c) exposure or treatment not accorded as good building practice in the building industry, including, without limitation, power washing, repeated wetting by water sprinklers or other types of irrigation devices and immersion in water;
- d) damages caused by persons other than GP;
- e) transport, storage or handling of the Product prior to installation;
- f) design, application or construction of the structure on which the Product is installed;
- g) defects in finish resulting from exposure to chemical solids, liquids, gases or air pollutants; or
- h) use as a permanent siding.

## Implied Warranties

The duration of any implied warranties of merchantability and fitness for particular use are limited in duration to the duration of any express warranties stated herein. If the Product is used for business or commercial purposes, GP makes no warranty of merchantability or fitness for particular use, all such warranties being expressly excluded.

## Exclusive Remedies

This section provides the sole and exclusive remedy available to Purchaser. In the event a Product does not comply with the provisions of this limited warranty, GP will, at its sole option, either: a) repair the defective Product; b) provide replacement Product. If GP no longer manufactures the Product, it will provide a replacement with functionality that is equal to or greater than the original Product; c) reimburse the purchase price of the Product to the Purchaser.

GP WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGE REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

## Claims Process

Compliance with each of the requirements set forth in this Section is a condition to GP's obligations under this limited warranty and the failure to comply with any one or more of such requirements shall void any rights Purchaser may have against GP. Any claims under this limited warranty must be made in writing along with the proof of purchase within 120 days of purchase to Georgia-Pacific Wood Products LLC, Claims Department, 15th Floor, 133 Peachtree Street NE, Atlanta, GA 30303. GP must be given a reasonable opportunity, within 60 days of its receipt of a claim, to inspect the purported defective panel prior to alteration or repair. GP shall not be liable for any cost of repair or replacement that is not authorized in writing by GP.

## Governing Law

All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the State of Georgia without reference to its choice-of-law rules.

## Other Rights

This limited warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Purchaser. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to purchaser.