# LIMITED WARRANTY

# Weyerhaeuser Diamond™ OSB Single-Layer Floor Panels



# **Limited Warranty**

Weyerhaeuser Diamond™ floor panels (Diamond floor panels) are warranted by Weyerhaeuser NR Company (Weyerhaeuser) against delamination for the lifetime of the home when properly installed as single-layer flooring.

Diamond floor panels are warranted by Weyerhaeuser for a period of 500 days from the purchase date to not require edge sanding due to edge swell.

This limited warranty is subject to the terms, conditions and exclusions set forth below.

#### **Definition of Covered Conditions**

"Delamination" is defined as an extensive separation of strands within a panel. Minor localized edge checking or loose strands on the surface of the panel does not constitute delamination.

"Edge swell" is defined as swelling caused by water absorption during the construction phase of the project.

#### Remedy

For any Diamond floor panel that Weyerhaeuser determines at its sole discretion does not conform to the delamination warranty, Weyerhaeuser will, at its sole discretion, pay for either the repair or replacement of the floor panel (at wholesale cost) plus a reasonable cost of labor.

For any Diamond floor panel that Weyerhaeuser determines at its sole discretion does not conform to the edge swell warranty, Weyerhaeuser will pay for the reasonable cost of sanding the affected seams only, not to exceed reasonable labor and equipment rental costs. Edge swell claims must be made and warranty work allowed to be completed prior to the installation of finish floor material.

### **Filing a Claim**

Weyerhaeuser must be notified in writing of any claim under this warranty within 30 days of, as applicable:

- a) the discovery of warranted delamination; or
- b) the discovery of warranted edge swell requiring edge sanding and prior to initial floor covering installation.

Weyerhaeuser Wood Products Attn: Product Assurance 220 Occidental Avenue South

Seattle, WA 98104

 ${\bf Email: Prod Assur OSB@Weyer hae user.com}$ 

Upon request, Weyerhaeuser must be provided the jobsite location (city and state) along with reasonable proof of product identification in the form of a panel sample, a photograph of the large identifying stamp on each panel, and/or a dated receipt.

A Weyerhaeuser representative must be given the opportunity to inspect the affected floor panel prior to any alteration, change or repair, or, as applicable, finish floor material.

# **Warranty Exclusions**

This warranty does not cover the performance of Diamond floor panels outside the U.S. or Canada.

- This limited warranty does not cover damage due to:
  - fire, floods, or natural or human-caused disaster, or other events beyond Weyerhaeuser's control;
  - manufacturing or construction defects in the structure;

- misuse, improper product application, or improper handling, storage or maintenance of the panel or the finish floor material;
- prolonged exposure to water before, during or after completion of construction;
- noncompliance with all applicable installation instructions for Diamond floor panels or for the finish floor material;
- the use of any product in solid or liquid form that contains chloride based deicers (such as calcium chloride, sodium chloride, or other forms of saltbased ice melt); or
- secondary treatment of Diamond floor panels, such as coatings, finishes or other materials including damage due to chemicals or application method.
- Additionally, this limited warranty does not cover the following:
  - mold, fungal decay, or damage from termites or other wood destroying organisms;
  - alterations to the panel, including removal and reuse, after the original installation of the floor panels; or
  - installation skill or craft.
- Pressure treatment of Diamond floor panels voids this warranty.
- Sanding, labor or materials for floor preparation to meet selected finished floor requirements are not warranted. It is the flooring installer's responsibility that the subfloor meet the installation requirements of the flooring manufacturer.

#### **Conditions of Warranty**

This warranty is only applicable to United States and Canadian customers and for U.S. and Canadian usage.

This warranty applies only if Diamond floor panels were used, stored, handled, installed, and maintained in strict conformance with Weyerhaeuser's applicable published Product Information and instructions, and installed in accordance with the APA Design/Construction Guidelines applicable at the time of construction, in conformance with all applicable building codes and industry standards.

# **Incidental or Consequential Damages**

WEYERHAEUSER'S SOLE RESPONSIBILITY FOR DELAMINATION OR EDGE SANDING IS AS SET FORTH IN THIS WARRANTY AND WEYERHAEUSER WILL NOT BE RESPONSIBLE FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# **Exclusion of Implied Warranties**

This limited warranty excludes all implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, or any warranties otherwise arising from the course of dealing or usage of trade or advertising, except where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, in which case we limit the duration and remedies of such implied warranties to the duration of this limited warranty or to the shortest period permitted or required under applicable law. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

### **State Law Rights**

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and province to province.