## PURASTRANPFLOORING

## 90-Day No-Sand Warranty 50-Year Limited Warranty Against Delamination

Subject to the limitations and exclusions provided below, Ainsworth Corp. ("Ainsworth") warrants to the builder ("Builder") who purchases and installs AinsworthEngineered ${ }^{\circledR}$ Durastrand ${ }^{\circledR}$ OSB flooring panels (the "Durastrand Products") as either single-layer flooring or subflooring with underlayment in a residence ("Home") and the initial owner of the Home ("Owner") that the Durastrand Products: (i) are manufactured to meet or exceed the applicable requirements of U.S. Department of Commerce Voluntary Product Standard PS2-04 ("PS2"), (ii) when properly used, stored, handled, installed and maintained ${ }^{2}$, will not delaminate ${ }^{3}$ for a period of 50 years from the date of manufacture of the Durastrand Products, and (iii) when properly stored and handled and installed within 90 days of delivery to the Home site, will not require edge-sanding due to moisture absorption during installation.

This limited warranty is non-transferable and applies to Durastrand Products manufactured after July 1, 2007 and supersedes any warranty issued prior to that date otherwise applicable.

Durastrand Products are designated as Exposure 1 under PS2 and are not suitable for permanent exposure to the weather or use in high moisture environments.

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## Limited and Exclusive Remedies

The sole and exclusive remedies for warranty claims hereunder are as follows:

If, during proper installation of the Durastrand Products, delamination occurs or edge sanding is required due to moisture absorption within 90 days of delivery, then Ainsworth will, at its sole discretion: (i) repair or replace the panels, (ii) absorb the reasonable cost of any required sanding, or (iii) refund the purchase price paid by the Builder for the panels.

If a Durastrand Product is otherwise found not to comply with the foregoing warranty then Ainsworth will, at its sole discretion, either: (i) repair or replace the non-compliant panels and any affected floor covering, or (ii) pay to the Owner up to three times the replacement value of the affected panels.

## Reporting Claims

A warranty claim will only be honored if: (i) Ainsworth is notified in writing of the claim within thirty (30) days after the defect is first discovered, and (ii) an Ainsworth representative is given a reasonable opportunity to inspect the warranted Durastrand Product prior to any covering of the same or any alteration, change or repair. Written notification must be given by fax or by email to Ainsworth, at the address provided.

## Exclusions from the Warranty

This warranty does not cover damage, claims, moisture absorption or defects, including delamination, warping, cracking or splitting due to: (i) misuse or improper handling, transportation, storage, secondary treatments, installation or maintenance, (ii) alterations to the Home made after the original installation of the Durastrand Products, (iii) floods, standing water, repeated wettings or other exposure to high moisture environments, earthquake, fire and other natural disasters or acts of God, (iv) corrosive elements, (v) damages caused by persons other than Ainsworth, termites, or other wood destroying organisms, including mold and mildew, or (vi) use of the panels other than as residential subflooring or sheathing.

## Exclusion of other Warranties, Express or Implied

Other than this warranty, Durastrand Products are sold "as is" and "with all faults." The warranties and remedies provided above apply to the builder and the owner only, are not transferrable, and are their sole and exclusive remedies except as otherwise required by law, and are made in lieu of and to the exclusion of all other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. To the extent permitted by applicable state or provincial law, Ainsworth 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 under which such damages are sought.

## Other Rights

This warranty confers specific legal rights. The Builder and the Owner may have other rights, which vary from state to state and province to province.

## Governing Law and Attornment

This warranty is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Ainsworth, Builder and Owner shall each attorn to the jurisdiction of the courts of the Province of British Columbia with respect to any dispute arising under this warranty.

For more information, please contact:

## Ainsworth Corp.

c/o Ainsworth Engineered Canada LP
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Engineered Performance for the World of Wood *


[^0]:    1 Limitations and exclusions apply. See details of warranty and exclusions set out herein.
    2 In compliance with then current recommendations of Ainsworth and APA and good engineering practices
    3 Delamination is defined as an extensive physical separation of strands within the panel
    that results in a material reduction in the structural properties of the panel. Minor surface imperfections such as localized checking or loose or folded strands on the panel surface do not constitute delamination.

