

## Furniture Grade OSB Limited Warranty

### Warranty Coverage

West Fraser (the "Manufacturer") represents and warrants that West Fraser Furniture Grade Oriented Strand Board (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 and meets or exceeds Norbord's furniture frame product standards in the U.S. and Canada (the "Product Standards") when properly used, transported, stored, handled and maintained.

### Product Standards

The Product will be manufactured in the U.S. or Canada in accordance with the Product Standards.

### Warranty Period

This Warranty applies **only** to the first purchaser of the Product directly from the Manufacturer, whether that purchaser is (i) the furniture manufacturer; (ii) the furniture component supplier; or (iii) the furniture wholesale supplier (collectively, the "Purchaser"). The warranty only extends for the period from when the Product is received by the Purchaser from the Manufacturer to the first date the Product is cut for use in furniture.

### 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, either replace the Product or pay the Purchaser the cost the Product was originally purchased for, plus a reasonable cost of labour.

### Exclusions From The Warranty

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

- Damage from improper use, transportation, storage, handling, installation or maintenance
- Installing or using a finished frame or piece of furniture containing the Product with exterior exposure or placing it in a space that creates an exterior environment
- Damage from wood fungal decay, rot, mold or mildew
- Minor surface flaking, edge cracking, or minor edge swelling (these do not qualify as delamination)
- Acts of God, or defects in the furniture frame design, application or construction
- Product is used for any end use other than as furniture frame components

### 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 finished product 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, design specifications, testing data 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

### EXCLUSIONS

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 MANUFACTURE/FABRICATOR 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, 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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