



10 YEAR LIMITED WARRANTY FORCEFIELD AIR & WATER BARRIER SYSTEM

1. 10 YEAR LIMITED WARRANTY. This Limited Warranty is made to the owner of the Property where ForceField System wall panels and ForceField System seam tape are installed as a part of the original building envelope (collectively the "ForceField System"). GP warrants to such owner (hereafter "Warranty Holder"), subject to all terms, conditions, limitations, rights, remedies and obligations set forth herein, the following:

(a) The ForceField System will meet i) the water holdout properties set forth in the CCMC Technical Guide for Sheathing, Membrane, Breather-Type, Paragraph 6.4.5, and ii) the test for air resistance set forth in ASTM E2357 (testing to be conducted pursuant to the test methods published at <http://testmethods.gpforcefield.com>) provided that, prior to any testing for such water holdout or air resistance properties, and as a condition to GP's responsibility under this Paragraph 1(a), there must first be objective evidence of water intrusion into the building with a reasonable probability of entry through one or more ForceField System components; and

(b) The ForceField System wall panels will in all material respects be manufactured in accordance with U.S. Department of Commerce Voluntary ForceField System Standard PS2-10 and will not Delaminate.

The duration of this Limited Warranty shall be for a 10-year period starting the Effective Date and shall remain in effect for such period unless terminated. During such period, this Limited Warranty may be transferred by You to a new owner of the Property. Additional restrictions are set out in Paragraph 2 below.

(c) DEFINITIONS

"Delamination" or its derivations means either (a) a visible separation between wood strand layers that normally receive adhesive at their interface and are firmly contacted in the pressing operation, (provided that, wood characteristics such as checking, leafing, splitting, and broken grain are not to be construed as Delamination), or (b) a separation of the weather resistant barrier from the ForceField System panel.

"Effective Date" means, for each building at the Property, the date that installation of the ForceField System is substantially completed. For clarity, when multiple buildings are constructed under a Project, an Effective Date shall be established for each building in accordance with this definition.

"Forcefield System" shall have the meaning as set forth in Paragraph 1 above.

"GP" means GP Wood Products LLC.

"Limited Warranty" the entirety of this document including all terms, conditions, limitations, rights, remedies and obligations set forth herein.

"Project" means one or more buildings constructed under a single project by a general contractor. For clarity, buildings constructed on the same land parcel, on contiguous land parcels, or within the same development or neighborhood, shall for purposes of this Limited Warranty, be deemed a single Project regardless of whether

characterized differently by the builder, developer, Warranty Holders, taxing authorities or others.

"Property" means the real property where the buildings and improvements were constructed as a Project by or for the Warranty Holder.

"Replace" or "Replacement" as used in this Limited Warranty, and subject to the liability limitations in Paragraph 2 below, means the tendering of new ForceField System panels and/or tape, as applicable, plus a cost defrayment allowance equal to the original purchase price of the component(s) of the ForceField System replaced. You shall be solely responsible to install any new components of the ForceField System, to remove and dispose of Replaced ForceField System components, and for all related expenses.

"Warranted Condition" as used in this Limited Warranty means a failure of the ForceField System to satisfy the requirements of Paragraph 1(a) or 1(b).

"Warranty Holder" shall have the meaning as set forth in Paragraph 1 above.

"You" or "Your" as used in this Limited Warranty means the Warranty Holder.

2. WHAT WE WILL DO; YOUR LIMITED REMEDY.

"Limited Warranty" For any failure of the ForceField System to meet the Warranted Condition, GP will, in its sole discretion, and subject to the liability limitations below, either Replace (as defined in Paragraph 1(c) above) the nonconforming portion of the ForceField System or reimburse you twice the original purchase price of the nonconforming portion of the ForceField System. If you are unable to establish the original purchase price, such shall be determined by GP in its reasonable discretion. GP's Replacement of the nonconforming portion of the ForceField System or reimbursement of twice the original purchase price of such nonconforming portion as described herein is GP's only obligation with respect to the ForceField System and also your sole and exclusive remedy for damage allegedly caused by, or a defect of any nature in, the ForceField System or any component thereof. **Notwithstanding any contrary provision of this Limited Warranty, and regardless of size or scope of your Project, in no event will GP be liable for any Replacement, reimbursement or remuneration of any other kind exceeding an aggregate value of materials and payments of more than \$500,000 for such Project.**

3. WHAT YOU MUST DO; CONDITIONS OF LIMITED WARRANTY.

Coverage under this Limited Warranty shall be subject to the following terms and conditions:

(a) Promptly following discovery of a Warranted Condition, you must provide written notice to GP at 133 Peachtree Street N.E., Atlanta, GA 30303, Attn: ForceField Claims Manager. The notice must describe the location and details of the claimed defect and include photographs and any additional information reasonably requested by GP to investigate the claim. Your notice shall include documentation sufficient to evidence that you are the owner of the

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THIS WARRANTY REPLACES THE DECEMBER 1, 2015 LIFETIME LIMITED WARRANTY FOR FORCEFIELD SYSTEM PANELS MANUFACTURED ON OR AFTER JUNE 1, 2018

Property and the Effective Date of this Limited Warranty for each building for which you are making a claim.

(b) Prior to beginning any permanent repair, you must allow GP or its agent a reasonable time (at least thirty (30) days after receipt by GP of all reasonably requested information) to enter the Property where the ForceField System is installed to examine, photograph and take samples of the ForceField System. Failure to follow the requirements of this Paragraph 3 may permit GP to void this Limited Warranty. GP is not responsible to the extent any Warranted Condition is worsened by your failure to promptly report such claimed defect.

(c) With respect to any Dispute (as defined in Paragraph 7(a) below), including but not limited to any Dispute arising out of or relating to GP's denial or partial honoring of a warranty claim, you must proceed to mandatory arbitration or small claims court, subject to the terms herein (**SEE ARBITRATION AGREEMENT IN PARAGRAPH 7**).

4. WHAT YOUR LIMITED WARRANTY DOES NOT COVER. A Warranted Condition shall not include, and this Limited Warranty does not cover, any alleged ForceField System claim resulting from or in any way attributable to: (a) Accident or abuse; (b) Misuse or misapplication, which includes any use or application of the ForceField System other than for wall sheathing or failure to install the ForceField System in accordance with the ForceField System's installation instructions; (c) use of a tape other than the ForceField seam tape designed for use in conjunction with the ForceField System; (d) Failure to store, handle, install or maintain any ForceField System component carrying the APA-The Engineered Wood Association grade stamp in accordance with: i) Form U450 entitled "Builder Tips Storage and Handling of APA Trademarked Panels" (available at www.apawood.org/publications), ii) Form No. E30 entitled "APA Engineered Wood Construction Guide" (available at www.apawood.org/publications), iii) standard building practices and all applicable building codes, or iv) otherwise in accordance with good and customary storage, handling, maintenance and installation practices in the building industry; (e) Repair of the ForceField System or structure; (f) Physical damage to the ForceField System including damage occurring during building maintenance or repairs; (g) Failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the structure or movement of framing members; (h) Faulty structure design; (i) Water or moisture through window, door, or other openings in the ForceField System; (j) Mold, mildew, fungi, bacteria or other similar conditions; (k) Wind or weight loads exceeding ForceField System or structure design values; (l) Abnormal weather and use conditions, such as impact with objects, earthquake, flood, hurricane, tornado, fire or other acts of God or nature; (m) Sustained cascading or pooling of water, immersion in water or other abnormal exposure to moisture, or exposure to moisture avoidable by good and customary maintenance practices; (n) Unsuitability or performance deficiencies of any cladding, coating, finishes, coverings, paints, stains, coats, caulk, or other materials applied or attached to the ForceField System; (o) Termites or other pests; (p) A third-party's actions, omissions or negligence, including without limitation any damage due to repairs or remodeling to Property; (q) ForceField System components manufactured by anyone other than GP, its affiliated U.S.-based Georgia-Pacific companies or their approved suppliers; or (r) Any cause, condition or circumstance that is excluded under any warranty that you may have given to any person or entity in your status. In addition, this Limited Warranty does not cover damage to any part of a building other than the nonconforming ForceField System. This Limited Warranty is voidable by GP if the ForceField System panels

are installed in a building at the Property more than two (2) years after their date of manufacture.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL GP BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO, IN EACH CASE, THE PURCHASE, SALE OR USE OF THE FORCEFIELD SYSTEM, ANY WARRANTED CONDITION, OR ANY OTHER CLAIMED SYSTEM OR FORCEFIELD SYSTEM DEFECT OR DEFICIENCY. Such limitation upon GP's liability includes, but is not limited to, loss of profits or of use of the Property, costs of installation, removal or reinstallation, damage to other property, diminution of value to Property, or economic loss of any kind, whether based upon breach of warranty, breach of contract, tort or under any other legal or equitable theory. Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This exclusion is intended to be independent of, and shall survive the failure of, any other liability limitation provided in this Limited Warranty.

6. EXCLUSIVE REMEDY; DISCLAIMER. THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER SUCH WARRANTIES ARE EXPRESS OR IMPLIED, AND WHETHER SUCH REMEDIES ARE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. GP HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. ARBITRATION AGREEMENT. If GP is unable to resolve your warranty claim to your satisfaction or if there is any other Dispute, we each agree to resolve those Disputes through binding arbitration or small claims court, subject to the terms below, instead of in courts of general jurisdiction. In an arbitration proceeding, a neutral arbitrator, not a judge or jury, will decide any Disputes. The decision of the arbitrator will be final and binding.

(a) Definitions:

(i) As used in this document, the phrase "Arbitration Agreement" refers to the entirety of Paragraph 7 herein.

(ii) The terms "you" and "your" shall have the meaning as set forth in Paragraph 1(c) above.

(iii) The term "Dispute(s)" shall mean and include any dispute, claim or controversy between you and GP that arises out of or relates to, in each case, the purchase, sale or use of the ForceField System, any Warranted Condition or any other claimed ForceField System defect or deficiency and/or to the Limited Warranty, whether based in contract, indemnity, statute, regulation, ordinance, tort (including, but not limited to, negligence, strict liability, fraud, misrepresentation, fraudulent inducement, or any other intentional tort), or any other legal or equitable theory. "Dispute" is to be given the broadest permitted meaning.

(iv) References to "GP," "you," and "we" include our respective parents, subsidiaries, affiliates, agents, employees, members, predecessors in interest, successors, and assigns.

(b) Mandatory Arbitration: EXCEPT FOR DISPUTES OF \$10,000 OR LESS, WHICH MAY BE FILED IN SMALL CLAIMS COURT, YOU AND GP AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO FILE AN ACTION IN COURT. ANY ARBITRATION OR SMALL CLAIMS COURT ACTION WILL BE ON AN INDIVIDUAL BASIS

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ONLY; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

(c) **Settlement Demand:** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to GP should be addressed to: 133 Peachtree Street N.E., 14th Floor, Atlanta, GA 30303, Attn: Dispute Resolution ("Notice Address"). The Notice must (a) describe the nature and basis of the Dispute; and (b) set forth the specific relief sought. If you and GP do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or GP may commence an arbitration proceeding or an action in small claims court. The amount of any settlement offer made by GP or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or GP is entitled.

(d) **CPR Rules:** You and GP agree that this Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs its interpretation and enforcement. All arbitrations shall be conducted on a confidential basis before the CPR International Institute for Conflict Prevention and Resolution ("CPR"). The CPR rules are available on its website, www.cpradr.org. To initiate arbitration, you may send a letter requesting arbitration and describing your Dispute(s) to the CPR in accordance with the CPR procedures for initiating an arbitration, with a copy to GP at the Notice Address. Alternatively, you may request that GP initiate the arbitration with the CPR by sending your request by letter to GP at the Notice Address. The arbitration will take place in Atlanta, Georgia or another location mutually agreeable to the parties. If the amount of the claim is \$10,000 or less, you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$10,000, the type of hearing shall be determined by the CPR rules.

(e) **Arbitrator Powers:** The arbitrator is bound by the terms of this Limited Warranty, as written, including the Arbitration Agreement. You and GP agree that an arbitrator may only award such relief as a court of competent jurisdiction could, limited to the same extent as a court would limit relief pursuant to the terms of this Arbitration Agreement and any warranty provisions applicable to you. All issues are for the arbitrator to decide, including the scope and enforceability of the arbitration provision as well as the arbitrability of Disputes. The arbitrator shall apply the law of Georgia without reference to choice of law rules, which law shall also govern interpretation and enforcement of this Arbitration Agreement and Limited Warranty. The arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based. No award under this Limited Warranty may exceed \$500,000 in accordance with the liability limitations set forth in Paragraph 2.

(f) **Payment of Arbitration Fees and Costs:**

(i) Each party shall bear its own costs of arbitration and be responsible for its share of the arbitration fees in accordance with the CPR rules. In the event a party fails to proceed with

arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to recover a reasonable attorney's fee and litigation costs for having to compel arbitration or defend or enforce the award.

(g) **Class Action Waiver:** **ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF: THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER HOMEOWNERS, BUILDING OWNERS OR PURCHASERS OF GP FORCEFIELD SYSTEMS, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

(h) **Jury Trial Waiver:** If for any reason this Arbitration Agreement is found to be unenforceable, you and GP each expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.**

(i) **Opt-Out Rights:** **Notwithstanding any contrary provision of this Limited Warranty, GP hereby reserves the right, but is not required, to opt out of mandatory arbitration if named in a lawsuit by a third-party that is a defendant in a lawsuit brought by person or entity whose claims are governed by this Limited Warranty, and to require that all related Disputes governed by this Limited Warranty be resolved in such proceedings.**

8. ENTIRE AGREEMENT. This document is the entire agreement between you and GP with respect to the ForceField System and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written. No GP reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. The provisions of this Limited Warranty are severable. If any provision of this Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect. **NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON THE CLASS ACTION WAIVER HEREIN IS FOUND TO BE UNENFORCEABLE, THE ENTIRE ARBITRATION AGREEMENT SHALL BECOME NULL AND VOID.**

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