



## THE AdvanTech® FLOORING AND SHEATHING LIMITED WARRANTY\* FOR RESIDENTIAL PROPERTIES

The installation of AdvanTech® panels as a subflooring or sheathing in a residential building (the "Residential Property"), entitles the residential builder, contractor and homeowner to the following warranties.

### FOR THE RESIDENTIAL BUILDER AND CONTRACTOR:

Huber Engineered Woods (HEW) LLC warrants that its AdvanTech flooring and sheathing panels will not delaminate<sup>1</sup> nor require sanding due to moisture absorption during installation.\*

### FOR THE RESIDENTIAL PROPERTY OWNER:

The AdvanTech Flooring and Sheathing panels are guaranteed<sup>2</sup> to be free of manufacturing defects during the lifetime of the Residential Property in which they have been originally installed.\*

**Warranty:** Subject to the conditions, exclusions, and limitations detailed below, HEW warrants to the residential builder or contractor who is the original retail purchaser that its AdvanTech flooring and sheathing panels will not delaminate<sup>1</sup> nor require sanding due to moisture absorption during installation, provided installation is within 500 days of purchase and the AdvanTech product has been properly used, stored, handled, installed and maintained.<sup>3</sup>

HEW warrants to the Residential Property owner, that once installed, AdvanTech® flooring and sheathing panels will be free of manufacturing defects during the lifetime of the Residential Property. This limited warranty is transferable to succeeding Residential Property owners during the lifetime of the Residential Property.

This warranty is only applicable to United States and Canadian customers and for U.S. and Canadian usage. Claims under the warranty will only be honored if: (1) HEW is notified in writing within 30 days after discovery of the condition covered by the warranty, and (2) HEW is given a reasonable opportunity to evaluate the problem and inspect the warranted product prior to any alteration, change or repair.

This warranty applies to AdvanTech flooring and sheathing panels manufactured on or after January 1, 2012 and purchased on or after May 1, 2013.

**Residential Property:** To qualify for these warranties, the products must be installed in a single family home, a townhouse, or a duplex home, none of which shall be greater than four stories high, within the United States or Canada.

**Exclusive Remedies:** During proper installation, if delamination occurs or sanding is required due to moisture absorption, HEW will, at its sole discretion, repair or replace the defective panels, reimburse the residential builder or contractor for up to twice the reasonable cost of sanding any AdvanTech panels that require sanding due to moisture absorption, or refund the purchase price paid by the builder or contractor (as evidenced by the original invoice).

If manufacturing defects are found after installation, HEW will, at its sole discretion, repair or replace the defective panels or refund the purchase price paid for the defective panels by the builder or contractor. Under no circumstances shall HEW expend or pay more than 10 times the purchase price for the defective panels. If HEW elects to repair or replace, it may furnish labor and materials necessary to repair or replace the defective panels, together with such portions of finished flooring, siding, or roofing required to be removed for access to repair or replace the warranted product. HEW shall not be responsible for any other labor or materials.

**Exclusions from the Warranty:** This warranty does not cover damage, claims, moisture absorption or defects in the product including delamination, warping, cracking or splitting due to: misuse or improper handling, secondary treatments, storage, transport, installation or maintenance; alterations to the structure, including removal and reuse in another structure, after the original installation of AdvanTech panels; physical forces such as fire, floods, natural disasters and other acts of God; corrosive elements; damages caused by persons other than HEW; termites or other wood destroying organisms, including mold and mildew; or use of the panels other than as a building subfloor or sheathing. Manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing, and Urban Development (HUD) are excluded. AdvanTech panels are not warranted for exterior uses.

**Exclusion of other Warranties, Express or Implied:** *Other than the express warranties granted in this document, the products are sold "as is" and "with all faults."* THE WARRANTIES AND REMEDIES NOTED ABOVE APPLY TO THE BUILDER OR CONTRACTOR AND/OR CURRENT OR SUCCESSIVE RESIDENTIAL PROPERTY OWNERS ONLY AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND, WHERE NOT PERMITTED TO BE DISCLAIMED, ARE EXPRESSLY LIMITED TO THE SAME PERIOD OF TIME AS THE WARRANTIES DESCRIBED ABOVE. HEW WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGE REGARDLESS OF THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.<sup>4</sup>

**CUSTOMER SUPPORT:** If you experience problems with your AdvanTech flooring or sheathing, call us at **1.800.933.9220** before addressing the problem and a HEW representative will evaluate the problem.

\*Limitations and Restrictions Apply

1. Delamination is defined as a visible separation of layers within the panel that would normally be adhered by the use of adhesives and/or resins during the manufacturing process and that results in reduction of the panel's structural properties. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination.
2. See details of warranties and exclusions outlined herein.
3. Proper installation shall be deemed to mean the most restrictive of the requirements specified by Huber Engineered Woods, local building code provision, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record.
4. These exclusions may not apply where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, and some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations or exclusions may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding exclusion or limitation may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

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