

10-YEAR LIMITED WARRANTY

This 10-Year Limited Warranty (the "Limited Warranty") applies to EXACOR™ Magnesium Oxide Cement Board subflooring and underlayment panels (hereinafter "Product") manufactured on or after April 1, 2020.

1. WARRANTY AND COVERED PERSONS

Huber Engineered Woods LLC ("HEW") warrants to the commercial or residential builder or contractor who is the original retail purchaser of the Product, and to the first owner of the residential or commercial building in which the Product is installed and the first transferee of such original owner (each a "Covered Person"), for installations within the US, that the Product shall be free of manufacturing defects¹ for a period of 10 years from the date of manufacture (the "Warranty Period"), subject to the terms and conditions of this Limited Warranty.

2. EXCLUSIVE REMEDIES

If during the Warranty Period any Product proves to be defective, HEW shall either, in its sole discretion, replace the defective Product or refund the original purchase price of the defective Product. If the original purchase price cannot be established by the Covered Person, the cost shall be determined by HEW in its sole and reasonable discretion.

HEW's replacement of or reimbursement of the original purchase price of the defective Product pursuant to this Section 2 SHALL BE THE SOLE, EXCLUSIVE REMEDY available to a Covered Person with respect to any defect. In the event HEW elects to replace the defective Product, the cost of labor and other expenses associated with the removal of any defective Product or installation of any replacement Product shall be borne solely by the Covered Person and will not be borne by HEW. In no event shall HEW be liable for any amount in excess of the lesser of (i) the original purchase price for the defective Product or (ii) in the case of commercial property, more than \$500,000 for the entire commercial property. For the purposes of this paragraph, commercial property shall include all buildings which are part of the same development or project.

3. TERMS AND CONDITIONS

Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions.

- A. A Covered Person must provide written notice to HEW within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any alteration, change or repair. The notice must describe the location and details of the claimed defect and any additional information necessary for HEW to investigate the claim. Photos of the Product showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to HEW that such claimant is a Covered Person as defined in Section 1 above.
- B. The Product must be installed according to HEW's printed installation instructions and all applicable building codes adopted by federal, state or local governments or government agencies.
- C. If applicable, upon discovery of a claimed defect, a Covered Person must immediately, and at their own expense, provide for protection of all property that could be affected by the claimed defect until such claimed defect is remedied. Before making any alteration, change, or repair to the Product, a Covered Person must allow HEW or HEW's authorized agent to enter the property and/or structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any alterations, changes or repairs initiated by or on behalf of a Covered Person without prior authorization from HEW may void this Limited Warranty.
- D. To qualify for this Limited Warranty, the Products must have been purchased by a qualifying customer located in the United States and installed in a building or buildings within the United States which is/are not excluded by the applicable HEW application and installation manuals. Any claims under this Limited Warranty must be made prior to expiration of the Warranty Period.

4. EXCLUSIONS FROM THE WARRANTY

This Limited Warranty does not cover damage, claims, or defects resulting from or in any way attributable to:

- A. The improper use, storage, shipping, handling or installation² of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the conditions set forth in Section 3.B of this Limited Warranty);
- B. Further processing, modification or alteration of the Product after shipping from HEW;
- C. Neglect, abuse, or misuse;
- D. Repair or alteration;
- E. Settlement or structural movement and/or movement of materials to which the Product is attached and/or improper installation of studs, framing or other accessories;
- F. Damage from incorrect design or construction of the structure;
- G. Exceeding the maximum floor deflection;
- H. Exceeding the maximum design loading per the designer of record, governing building codes or any authority having jurisdiction;
- I. Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions);
- J. Lack of proper maintenance; or
- K. Any cause other than manufacturing defects attributable to HEW

5. EXCLUSIONS 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 RESIDENTIAL OR COMMERCIAL BUILDER OR CONTRACTOR AND/OR ORIGINAL PROPERTY OWNER OR THEIR FIRST TRANSFEREE 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 THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.³

6. CUSTOMER SUPPORT

If you experience problems with your EXACOR™ flooring or sheathing, call us at 1.800.933.9220 before addressing the problem and speak to a HEW representative.

1. Manufacturing defects are defined only as irregular or non-square edges to the shiplap edge profile, the length and width of the Product being more than (+ or -)1/8" different from the advertised length and width of the Product, or severe pitting, cracking, or bubbles on the board surface.
2. Proper installation shall be deemed to mean the most restrictive of the requirements specified by HEW, local building code provisions, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record.
3. 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.