



FLAMEDXX, LLC

20 - YEAR LIMITED WARRANTY

THIS AGREEMENT is made the _____ day of _____, 20__ by and between FLAMEDXX, LLC, whose address is PO Box 280448, Nashville, Tennessee 37228 and _____ (“Builder”), whose address is: _____.

FLAMEDXX, LLC warrants to Builder for the period of 20 years from the date of installation, that, if a registered structure into which FLAMEDXX Fire Retardant OSB (oriented strand board) is incorporated and built according to the design and standards in Section 2 “Conditions and Limitations”, the FLAMEDXX OSB will not structurally fail due to a reduction in strength below the design specifications listed in the FLAMEDXX Technical Brochure, in effect, at the time of installation due to temperatures of up to 170° F. This warranty is subject to the following conditions and limitations.

1. PRODUCT IDENTITY

This warranty applies only to FLAMEDXX OSB in accordance with FLAMEDXX specifications and labeled with a Warnock Hersey (Intertek) label indicating that the wood is FLAMEDXX treated and further, with respect to OSB treated with FLAMEDXX.

2. CONDITIONS AND LIMITATIONS

- A. This warranty shall be void and FLAMEDXX shall have no liability whatsoever if any of the following conditions or limitations are not met:
- FLAMEDXX OSB shall have been kept dry during storage and installation.
 - The structure must be designed to take into account the published standards and design data for using FLAMEDXX as set forth in FLAMEDXX’s published specifications (and are made a part hereof). FLAMEDXX use must meet all architectural specifications and design standards, such as, but not limited to, adequate ventilation across all surfaces of wood in roof systems (enclosed cavities under flat or vaulted roofs require careful attention to detail to assure adequate ventilation).
 - The roof design must be a design commonly used in the building industry.
 - The FLAMEDXX OSB used as roof sheathing must be a minimum 7/16” thick with the standard rafter spacing.
 - This warranty shall be void unless the FLAMEDXX OSB Builder Warranty Agreement has been fully executed by the Builder and delivered to FLAMEDXX within 30 days of installation of FLAMEDXX OSB in the structure.
- B. This warranty is subject to the following limitations:
- FLAMEDXX’S OBLIGATION UNDER THIS WARRANTY OR OTHERWISE, UNDER ANY THEORIES OF MISREPRESENTATION, NEGLIGENCE, BREACH OF WARRANTY AND/OR STRICT LIABILITY IN TORT, OR ANY OTHER THEORY OF LIABILITY IN TORT OR IN CONTRACT OR UNDER THE UNIFORM COMMERCIAL CODE, SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO THE REASONABLE COST OF REPAIR OF THAT PORTION OF THE STRUCTURE DAMAGED AS A DIRECT RESULT OF THE FAILURE OF FLAMEDXX. UNDER NO CIRCUMSTANCES SHALL FLAMEDXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE.
 - ANY ACTION AGAINST FLAMEDXX FOR BREACH OF THIS WARRANTY SHALL BE COMMENCED WITHIN ONE YEAR OF THE DATE OF DISCOVERY OF SUCH DAMAGE OR REASON TO KNOW OF SAME.
 - This warranty does not cover damage to FLAMEDXX OSB other than structural failure to a reduction in strength below the design specifications listed in the FLAMEDXX Technical Brochure, in effect, at the time of installation due to temperature of up to 170° F in an approved structure designed and constructed in accordance with paragraphs 2. A. i. ii. iii and iv. The failure of FLAMEDXX OSB as a result of abnormal building conditions, poor design, roof leaks, delamination of wood chips, poor quality lumber, or the owner, architect or builder (including contractors and subcontractors) negligence is not covered by this warranty
 - This warranty does not cover structures that are not registered by the Builder with FLAMEDXX through execution of the FLAMEDXX BUILDER WARRANTY AGREEMENT specific to the structure in question.

3. CLAIM PROCEDURE

- A. In the event Builder believes or has reason to know any FLAMEDXX OSB failed within the coverage of this warranty, the Builder shall promptly notify FLAMEDXX of the same. Upon direction from FLAMEDXX, Builder shall remove samples of FLAMEDXX OSB at Builder’s expense and forward them to FLAMEDXX and an independent testing agency for strength testing. FLAMEDXX reserves the right to have a representative inspect all FLAMEDXX OSB which is claimed to be defective and to have a representative observe the removal of FLAMEDXX OSB samples from the structure in question. Results of the strength testing must be sent to FLAMEDXX with a letter certifying that the wood tested was FLAMEDXX OSB removed from the structure in question. In the event that FLAMEDXX OSB is not defective, Builder shall be responsible for the cost of the strength testing. If the FLAMEDXX OSB is proven defective, FLAMEDXX will, at its option, authorize the repair to that portion of the structure damaged as a direct result of the defective FLAMEDXX OSB, or reimburse the Builder an amount equal to the original cost of the damaged portion of the structure. FLAMEDXX will also reimburse Builder for the costs of strength testing if FLAMEDXX OSB is proven defective.
- B. In the event the remedy set forth in Section 3A fails or is for any reason not enforced, FLAMEDXX liability under this Agreement shall be limited to the replacement of defective FLAMEDXX OSB.
- C. All warranty claims must be made in writing to FLAMEDXX, LLC, prior to the lapse of the warranty period.
- D. To Make a Claim: The owner must send a “List of materials” showing the date of purchase and receipts showing FLAMEDXX was purchased at the time of building to cover the amount of material claimed to:
- FLAMEDXX, LLC Warranty Dept. PO BOX 280448, Nashville, TN 37228

4. REPUBLICATION

This warranty is extended only to the Builder for the structure described in the Builder Warranty Agreement and shall not create any rights to any third party.

5. PARAGRAPH HEADINGS

Paragraph headings are for convenience only and shall not affect the interpretation of the terms of this warranty.

6. THIS WARRANTY SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS.