

Nautilus™ Lifetime Limited Warranty

Limited Warranty For the Builder and Contractor

Georgia-Pacific Wood Products LLC ("GP") warrants to the builder or contractor purchasing its Nautilus™ wall sheathing (the "Product") for installation in a newly built structure located within the continental United States (a "Structure") the bond of the building wrap to the substrate up to 90 days after the date of purchase. This limited warranty is non-transferable and is being extended only to the builder or contractor purchasing the Product for installation in a Structure.

Limited Lifetime Warranty for the Homeowner

GP warrants to the original homeowner of a Structure that the Product, at the time of manufacture, will meet U.S. industry product standards as defined below for the substrate and will not exhibit delamination during the entire time such original homeowner owns such Structure. For purposes of this lifetime limited warranty, the term "U.S. industry product standards" shall mean Rated Sheathing Exposure 1 bond durability designation under the U.S. Department of Commerce Voluntary Product Standard PS 2-2004, as may be amended from time to time. Delamination as defined in PS 2-2004 is not to be construed as minor surface imperfections/characteristics such as torn grain, loose or folded flakes, splits, cracks, or small building wrap blisters that do not impact/affect the structural integrity or performance of the Product. This lifetime limited warranty is non-transferable and is being extended only to the original homeowner of the Structure in which the Product is installed.

Warranty Limits and Exclusions

These warranties apply only where the Product has been subjected to normal use and exposure, is or will be installed as wall sheathing in accordance with GP's installation instructions and applicable building code requirements and other regulations as well as has been accorded treatment which is considered good building practice in the building industry regarding storage and maintenance. These warranties do not apply to, and GP shall not be liable for, damage to or failure of the Product resulting from:

- (a) failure or distortion in the roof, walls, floor or foundation of a Structure, including settling of a Structure or its roof, wall or floor members;
- (b) failure to properly install, finish, or maintain the Product in strict accordance with the current published installation instructions of GP and the APA-The Engineered Wood Association;
- (c) failure to meet building code engineering design requirements for walls leading to excessive deflection, structural failure and/or excessive moisture exposure due to the lack of proper protection of the Product, inadequate insulation, ventilation and/or vapor retarders;
- (d) causes other than normal use conditions of the Product such as improper storage, handling, maintenance, installation, impact with other objects, earthquake, flood, fire, acts of God or any other cause beyond GP's control;
- (e) damages caused by persons other than GP; or
- (f) exposure or treatment of the Product not accorded as good practice in the building industry, including misuse and abuse and contact or exposure to abnormal levels of moisture.

Components are sold with the Product that are not manufactured by GP, including building wrap and tape. This limited warranty does not cover such components, and all such components are sold by GP "AS IS" and "WITH ALL FAULTS." GP is not responsible for warranties, if any, given by any third-party manufacturer of such components, and GP does not make any warranties, express or implied, with regard to such components, including any implied warranty of merchantability or fitness for a particular purpose.

Exclusive Remedies

This section provides the sole and exclusive remedies available to the builder or contractor purchasing the Product for installation in a Structure and to the original homeowner of a Structure in which the Product is installed. In the event that the Product does not meet the provisions as stated in these warranties, GP will, at its sole option, either repair the defective panel, provide a replacement panel, or reimburse the reasonable cost of repair or replacement panel, including the cost of installation labor not to exceed two times the original Product cost.

OTHER THAN THE EXPRESS WARRANTIES GRANTED HEREIN, THE PRODUCT IS SOLD "AS IS" AND "WITH ALL FAULTS" AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED BY GP. UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF NEGLIGENCE, TORT, BREACH OF WARRANTY, CONTRACT, STRICT LIABILITY, OR ANY OTHER BASIS/CAUSE OF ACTION, AND SUCH DAMAGES ARE SPECIFICALLY EXCLUDED HEREBY.

Claims Process

Any claims under these warranties must be made by the builder or contractor purchasing the Product for installation in a Structure or by the original homeowner of the Structure in which the Product is installed, as the case may be, in writing within thirty (30) days after discovery of any defect, and before any alteration or repair is made, with the claim submitted to Georgia-Pacific Wood Products LLC, Structural Panels Division, Customer Service Department, 55 Park Place, N.E., Atlanta, GA 30303. GP must be given a reasonable opportunity, within sixty (60) days of its receipt of a claim, to inspect the purported defective Product prior to any alteration or repair. GP shall not be liable for any cost of repair or replacement which is not authorized in writing in advance by GP.

Governing Law

All questions covering the meaning or applicability of these warranties are to be decided under the law of the State of Georgia without reference to its choice-of-law rule.

Other Rights

These warranties give specific legal rights to the builder or contractor purchasing the Product for installation in a Structure and to the original homeowner of a Structure in which the Product is installed, and such builder, contractor or homeowner may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to such builder, contractor or homeowner.