

# LP ELEMENTS® FENCE PICKETS 10-YEAR LIMITED WARRANTY AND ARBITRATION AGREEMENT

**BY INSTALLING AND/OR RETAINING THE PRODUCT, OWNER AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THIS LIMITED WARRANTY WHICH REQUIRE BINDING ARBITRATION AND WAIVING CLASS ACTIONS CLAIMS.**

## 1. DEFINITIONS

For purposes of this limited Warranty, the following definitions are used:

“LP” refers to Louisiana-Pacific Corporation (“LP”). “Product” refers to (i) LP Elements® pre-finished engineered wood fence pickets, and (ii) LP Elements primed-only engineered wood fence pickets. “Deterioration” is defined as fungal degradation of the Product which results in structural damage to the Product that makes the Product unable to perform its intended function as a fence picket. “Finish Failure” is defined as peeling or flaking of the factory-applied finish on the LP Elements pre-finished engineered wood fence pickets (this definition does not apply to LP Elements primed-only fence pickets).

## 2. WARRANTY COVERAGE

Fencing materials are subjected to wear and tear during their useful life and the length of time the Product will last is dependent on various factors. It is imperative that the Owner strictly follow the Installation and Maintenance Instructions (the “Instructions”) for the Product during the limited warranty period, including that, where the Product is cut, nicked, or damaged, it be repaired using touch-up paint per instructions. LP provides this Limited Warranty to the original retail purchaser of the Product, the original owner of the structure on which the Product is installed, and the next owner of that structure (collectively hereinafter referred to as “Owner”). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the Product.

For a period of 10 years from the date the Product is purchased, LP warrants that, if the Product exhibits Deterioration or Finish Failure (Finish Failure applies only to LP Elements pre-finished engineered wood fence pickets, not LP Elements primed-only fence pickets) caused by a manufacturing defect in the Product, LP will provide the remedy set forth below provided the Product has been installed, finished, and maintained in strict accordance with the Instructions in effect at the time of purchase.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 03/06/2020.

## 3. EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not provide a remedy for:

- A.** Use of the Product outside of the contiguous United States, Alaska, Hawaii, or Canada;
- B.** Deterioration, Finish Failure, or any other damage (“Damage”) to the Product caused by:
  - (i) failure to strictly follow the Instructions for the Product or any other misuse, abuse or inadequate care of the Product;
  - (ii) failure to properly cut, prime or paint the Product;
  - (iii) acts of God, such as hurricane, tornado, hail, fire, earthquake, flood or other similar causes beyond the control of LP;
  - (iv) coatings, paint or surface treatments applied on top of the LP Elements pre-finished engineered wood fence pickets, other than touch-up applications in compliance with LP’s Instructions;
  - (v) improper or inadequate design, detailing or construction of the framing system on which any component of the Product is installed;



### 3. EXCLUSIONS FROM WARRANTY COVERAGE (CONTINUED)

- (vi) contact with the ground, hardscape, siding, vegetation or any form of landscaping;
  - (vii) any installation or exposure that allows for the accumulation of moisture, standing water or submersion;
  - (viii) yard maintenance equipment such as, but not limited to, edge-trimmers, weed trimmers or lawn mowers;
  - (ix) surface mildew accumulation, environmental particulates or pollution;
  - (x) animals, pets or birds; or
  - (xi) reckless or intentional damage to the Product;
- C.** Surface or edge swelling or edge checking (swelling and checking occur normally in all wood and wood-based products as they expand and contract in response to changes in climatic conditions);
- D.** Product not installed in strict compliance with all applicable building codes and LP's Instructions;
- E.** Poor workmanship, including but not limited to misaligned posts, improper nailing or fastening or fasteners not compliant with LP's Instructions;
- F.** Costs incurred by the Owner relating to Damage to the nonconforming Product (other than the remedies set forth in Section 5 below), including but not limited to fence removal, disposal or additional fence installation materials; or
- G.** Damage resulting from Owner's failure to comply with the requirements set out under Section 7 of this Limited Warranty.

### 4. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED

**This Limited Warranty is the only warranty applicable to the Product and excludes all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, or any warranties otherwise arising from the course of dealing or usage of trade or advertising, except where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, in which event such warranties are limited to the shortest period permitted or required under applicable law.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. **No other express warranty has been made or will be made by or on behalf of LP with respect to the Product.**

### 5. REMEDIES

**This section provides the sole remedy available by LP to the Owner.**

In the event the Product does not conform to the warranties in Section 2 above (or any implied warranty not otherwise effectively disclaimed herein):

- A.** During the first year (12 months) from the date the Product is purchased, LP will, at its option, (i) refund the original purchase price of the affected Product and pay the cost of labor, as established by independent construction cost estimator RSMeans, to replace the affected Product, or (ii) pay the labor and material cost, as established by independent construction cost estimator RSMeans, to re-paint the affected Product; and
- B.** During the 2nd through 10th years from the date the Product is purchased, LP will refund the original purchase price of the affected Product (no labor or other charges shall be paid) less an annual pro rata reduction of 10% per year (the amount paid under this warranty at the end of the 10th year will be zero).
- C.** When re-painting of affected Product occurs, the color may not be an exact match with the remaining Product.

### 6. EXCLUSIONS OF ALL OTHER REMEDIES

**In no event will LP be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in the Product, including, but not limited to property damage, loss of use, or lost profits.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 7. RESPONSIBILITY OF OWNER/PURCHASER

Compliance with each of the items set out below in Sections (A), (B) and (C) is a condition to LP's obligations under this warranty. Failure to comply with any one or more of the items shall void any right an Owner may have against LP.

- A. Warranty Registration** – Owner must register the Product by visiting [LPCorp.com/Elements](http://LPCorp.com/Elements) within ninety (90) days of purchase. Owner must have registered the Product unless reliable documentation of the purchase date is otherwise provided as required below.
- B. Installation/Maintenance**
- (i) The Product must be installed and maintained in strict accordance with LP's Installation and Maintenance Instructions.
  - (ii) The fence structure on which the Product is installed must be in compliance with all applicable building codes, zoning ordinances and homeowner association requirements
  - (iii) The Product must not be in contact with the ground, hardscape or siding or used in any way that allows for the accumulation of moisture, standing water or submersion, other than normal exposure to weather.
- C. Claims**
- (i) Any Owner seeking remedies under this Limited Warranty must notify LP at 800-450-6106 within 30 days after discovering a possible non-conformity of the Product and before beginning any repair. It is the Owner's responsibility to establish the purchase date of the Product—through invoices, receipts, contractor's billings or any other form of reliable documentation—and ownership of the Product.
  - (ii) LP must be given an opportunity to inspect the Product within 90 days of notice, and, upon reasonable notice to the Owner, LP must be allowed to enter the property on which the Product is installed to inspect the Product.

## 8. NO WAIVER

LP may choose to extend benefits in certain circumstances beyond what is provided in this Limited Warranty. In that event, LP does not and has not waived its right to strictly enforce the warranty terms, including all disclaimers, limitations and exclusions, in any and all other circumstances.

## 9. GOVERNING LAW

All questions concerning the meaning or applicability of this Limited Warranty shall be decided under the laws of the State of Tennessee without reference to choice-of-law rules.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The provisions of this warranty do not preclude the operation of any applicable state law which in certain circumstances may not allow some of the limitations and exclusions described in this warranty.

## 10. AGREEMENT TO MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER:

By (i) installing the Product, or (ii) retaining the Product for 30 days after installation, or (iii) purchasing a structure on which the product is already installed, Owner and LP agree and Owner accepts that:

**EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND LP, ARISING FROM OR RELATING TO THE PRODUCT AND /OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.**

**THE ARBITRATION SHALL BE INITIATED AND ADMINISTERED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.) AND THE APPLICABLE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ([www.jamsadr.com](http://www.jamsadr.com)), UNLESS ANOTHER ARBITRATION SERVICE IS AGREED TO IN WRITING**



## 10. AGREEMENT TO MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER: (CONTINUED)

BY BOTH PARTIES. EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN COSTS AND FEES INCURRED IN ARBITRATION, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES; PROVIDED, HOWEVER, THAT (i) LP WILL PAY ANY FEES AND COSTS THAT ARE REQUIRED BY LAW AND (ii) FOR ANY ARBITRATION FILED BY A CONSUMER RELATING TO PERSONAL OR HOUSEHOLD USE OF THE PRODUCT, LP WILL PAY OR REIMBURSE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS OVER \$100. BOTH SIDES ARE ENTITLED TO REASONABLE DISCOVERY. IF ANY PARTY INTENDS TO HAVE AN EXPERT TESTIFY ON THAT PARTY'S BEHALF, THE OTHER PARTY SHALL BE ENTITLED TO AN EXPERT REPORT AND TO TAKE THE EXPERT'S DEPOSITION DURING DISCOVERY. EXPERT REPORT AND TO TAKE THE EXPERT'S DEPOSITION DURING DISCOVERY.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS WOULD A COURT OF COMPETENT JURISDICTION AND SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE SCOPE AND ENFORCEABILITY OF THIS AGREEMENT. IN NO CASE SHALL THE ARBITRATOR BE AUTHORIZED TO ADJUDICATE CLASS ACTION CLAIMS AGAINST LP OR TO OTHERWISE ORDER A SIMILAR CONSOLIDATION OF INDIVIDUAL CLAIMS AGAINST LP.

NOTWITHSTANDING THE FOREGOING, A CLAIM BY AN INDIVIDUAL OWNER SEEKING RELIEF OF \$10,000 OR LESS MAY BE PURSUED INDIVIDUALLY IN SMALL CLAIMS COURT SO LONG AS THE CLAIM IS MADE INDIVIDUALLY AND NOT AS PART OF A CLASS OR A CONSOLIDATED ACTION.

**CLASS ACTION WAIVER: ANY ARBITRATION (OR SMALL CLAIMS COURT ACTION, IF AUTHORIZED ABOVE) WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND/OR CLASS ACTIONS AND/OR CONSOLIDATED ACTIONS ARE NOT PERMITTED.** OWNER AND LP AGREE THAT: (i) ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN OWNER AND LP ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE BROUGHT AND CONDUCTED AND DETERMINED INDIVIDUALLY, NOT AS A CLASS, AND (ii) THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE OR SEEK CLASS TREATMENT. IF FOR ANY REASON THE FOREGOING CLASS ACTION WAIVER IS FOUND TO BE INVALID OR UNENFORCEABLE, THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID.

### FOR FURTHER INFORMATION, CONTACT:

**Customer Service:** 800-450-6106

**Email:** [customer.support@lpcorp.com](mailto:customer.support@lpcorp.com)

**Write:** Louisiana-Pacific Corporation, 414 Union Street Suite 2000, Nashville, TN 37219



**Find all LP Elements® product literature at [LPCorp.com/Elements](http://LPCorp.com/Elements)**

**WARNING:** Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to [www.P65Warnings.ca.gov/wood](http://www.P65Warnings.ca.gov/wood).

**Note:** LP periodically updates and revises its product information. To verify this version is current, visit [LPCorp.com](http://LPCorp.com).