

# 50-YEAR LIMITED WARRANTY

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## **Armorite™ Exterior Trim 50-Year Limited Warranty and Arbitration Agreement—Exterior Use**

**By installing and/or retaining the product, owner agrees to the following terms and conditions of this limited warranty which require binding arbitration and the waiver of class action claims and the right to a jury trial.**

Roseburg Forest Products Co. (“Company”) warrants, for a period of fifty (50) from the date of the original purchase of **Armorite™ Exterior Trim** products (the “Product”), that such Product will be free from Substrate Damage, as that term is defined below. This Limited Warranty is subject to the terms, restrictions, and conditions described below.



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**Armorite™**

**EXTERIOR TRIM**



1. **DEFINITIONS.** For purposes of this Limited Warranty, the following definitions apply:
    - a. **“Buckling”** is defined as Product that is 3/8 inch (10 mm) or more out of plane within a length no greater than 24 inches (610 mm) when installed directly to framing or to wood structural panels on framing spaced up to 24 inches (610 mm) o.c. NOTE: However, notwithstanding the foregoing, waviness caused by any of the following is not considered Buckling: misaligned framing, crooked or bowed studs and/or sheathing, foundation or wall settling, improper nailing, attachment over foam sheathing, or any other cause unrelated to the Product. Warranty coverage for Buckling requires installation at the stud spacing specified in this definition and in strict accordance with the Instructions.
    - b. **“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 fascia, soffit, or trim.
    - c. **“Hail Damage”** is defined as a crack or chip in the surface overlay or dent in the substrate of the Product that exceeds 3/8 inch (10 mm) in length or diameter, and is caused by hail.
    - d. **“Instructions”** is defined to collectively refer to the Roseburg Installation Instructions applicable to the Product and in effect on the date of purchase as found at [www.roseburg.com](http://www.roseburg.com), including technical notes/bulletins and instructions for transporting, storing, handling, installation, finishing, care, and maintenance of the Product. Instructions includes Care and Maintenance Instructions.
    - e. **“Substrate Damage”** is defined as (i) Deterioration or Buckling issues caused by a manufacturing defect or (ii) Termite Damage.
    - f. **“Termite Damage”** is defined as damage to the Product (i) caused by a failure of the borate-based process applied to the Product during manufacture to resist termites (ii) that results in structural damage to the Product to an extent that the Product is no longer able to perform its intended function as fascia, soffit, or trim. NOTE: Some amount of termite activity on the Product may occur as the borate works to resist termites, such activity is not covered by this Limited Warranty unless it meets the definition of Termite Damage. Other, specific exclusions regarding termite activity are set forth in Section 7(d).
  2. **WHAT PRODUCT IS COVERED.** This Limited Warranty applies exclusively to Product manufactured by the Company when installed on the exterior of a permanent structure located in the United States, its territories, or Canada in accordance with the Instructions, as defined above. This Limited Warranty does not apply to the Company's Armorite™ Exterior MDF Panels, which is governed by the Company's separate 10-Year Limited Warranty.
  3. **WHO IS COVERED.** This Limited Warranty applies to: (i) the original retail purchaser of the Product, (ii) the original owner of the structure on which the Product is installed, and (iii) the immediate next owner of that structure following installation of the Product (collectively hereinafter referred to as a “Covered Person”). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the structure upon which the Product was installed. Any assignment or transfer of this Limited Warranty is void. This Limited Warranty only applies to the Company's Product which are used, handled, and installed in accordance with the Instructions.
  4. **LENGTH OF LIMITED WARRANTY.** Exterior building materials like the Product must be properly handled and installed, and carefully integrated with other building materials that comprise the exterior wall assembly of a structure, and are subjected to wear and tear over time. The length of time the Product will last is dependent on various factors. It is imperative that the installer and Covered Person strictly follow the Instructions and maintain the Product as required therein during the period of the Limited Warranty. For a period of fifty (50) years from the date of original purchase (the “Limited Warranty Period”), the Company warrants that, if the Product exhibits Substrate Damage, the Company will provide the remedy set forth below provided that the Product has been transported, stored, handled, installed, finished, and maintained in strict accordance with the Instructions in effect at the time of purchase.
  5. **LIMITED WARRANTY.** If, during the Limited Warranty Period, the Product exhibits Substrate Damage (or fails to conform to any implied warranty not effectively disclaimed herein), the Company will, in its sole discretion, either replace the defective portion of the Product or reimburse the Covered Person for a percentage of the replacement cost of the allegedly defective Product. If the Company selects reimbursement as a remedy, the reimbursement will be according to the following schedule:
    - Up to and including the 5th anniversary of the original purchase date (Years 1 through 5): Reimbursement for the cost of replacement Product and labor up to 200% of the original purchase price.
    - Years 6 through 50 following the original purchase date: 100% of the original purchase price minus an annual pro-rata reduction of 2.22% per year. For example, in Year 6, the Covered Person would be entitled to 97.78% of the original purchase price, and in Year 7, the Covered Person would be entitled to 95.56% of the original purchase price.
- Notwithstanding the foregoing, any remedy under this Limited Warranty will not exceed two (2) times the original purchase price of the affected Product.
- After the 50th year, this Limited Warranty will expire and no longer be applicable. If the original purchase price cannot be established by the Covered Person to the Company's reasonable satisfaction, the costs shall be determined by the Company in its sole and reasonable discretion.
- The Company's reimbursement for the affected portion of the Product pursuant to this Section is the Covered Person's sole and exclusive remedies for any non-conformance of or alleged defect in the Product or any damage caused by the Product. Except as expressly provided in this Limited Warranty, no other costs incurred by the Covered Person relating to damaged Product or otherwise will be reimbursed. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE COMPANY WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR, REMOVAL, OR DISPOSAL OF AFFECTED PRODUCT OR ACCESSORY MATERIALS OR ANY OTHER CHARGE RELATED TO A FAILED PRODUCT, INSTALLATION, OR FINISHING OR REPLACEMENT PRODUCT.**
6. **COVERED PERSON'S OBLIGATIONS.** Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:



- a. A Covered Person must provide written notice to the Company at the address provided in Section 16 below within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair, removal, or disposal of the Product. The notice must describe the location and details of the claimed defect, the date and location of original purchase, the date of installation, and any additional information necessary for the Company 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 the Company that such claimant is a Covered Person as defined in Section 3 above.
  - b. To qualify for coverage, the Product must have been installed in compliance with all building codes adopted by federal, state, or local governments or government agencies applicable to the installation and must have been finished and installed in accordance with the Instructions.
  - c. Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair, removal, or disposal of the Product, a Covered Person must allow the Company or the Company's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph, and take samples of the Product, unless such inspection and examination opportunity is expressly waived in writing by the Company. Any repairs initiated by or on behalf of a Covered Person without prior authorization from the Company, or worsened conditions caused by Covered Person's acts or omissions, failure to promptly report the claimed defect, or failure to comply with these conditions, may void the warranty.
7. **WARRANTY EXCLUSIONS.** This Limited Warranty does not cover or provide a remedy for any of the following circumstances:
- a. Normal wear and tear and natural weathering of surfaces.
  - b. Problems related to improper field finishing of all exposed surfaces and edges of the product, including variation or unsatisfactory results in sheen or texture resulting from field application of paint or other coating material.
  - c. Substrate Damage, Hail Damage, or any other damage to the Product or otherwise caused by:
    - i. Failure to strictly follow the Instructions for the Product;
    - ii. Failure to properly cut, prime, or paint the Product;
    - iii. Misuse or abuse of the Product;
    - iv. Impact or accidental damage to the substrate or surface of the Product;
    - v. Damage to the Product during handling or the construction process;
    - vi. Alteration of the Product other than as allowed in the Instructions;
    - vii. Any lack of compatibility between the Product and any other product not manufactured by the Company;
    - viii. Sawing or ripping the Product lengthwise (except as expressly authorized in the Instructions) or removing the surface of the Product or the factory drip edge;
    - ix. Improper transport or storage of the Product;
    - x. Improper or inadequate design, detailing, or construction of the wall system or structure on which the Product is installed, including the walls, cladding, windows, doors, roofing materials, openings, or other penetrations on or around which the Product is installed;
    - xi. Failure of flashings or water management details or systems;
    - xii. Alterations to the structure after installation of the Product;
    - xiii. Minor surface grazing by termites which does not interfere with the Product's ability to perform as a sheathing panel;
    - xiv. Harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, pollution, mold, mildew, scratching, or abrading;
    - xv. Installation or exposure that allows for the accumulation of moisture, standing water, or submersion; or
    - xvi. Hurricane, tornado, fire, earthquake, flood, acts of God, or other similar causes beyond the control of the Company.
  - d. Conditions caused by termites or termite activity that:
    - i. are not or do not result in Termite Damage as defined herein;
    - ii. result from termite activity existing prior to installation of the Product;
    - iii. result from areas of the structure which have moisture problems, rot, fungi, or mold due to condensation or leaks from roofs, eaves, windows or doors, flooding or other sources of water or moisture in the structure; or
    - iv. result from failure to maintain the structure free from earth-wood contact, faulty grading, firewood against structure, insufficient ventilation, wood debris in crawl space, wood mulch, tree branches touching structure, landscape timbers, or wood rot.
  - e. Any Product applied to structures located outside the United States, its territories, or Canada.
  - f. 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).
  - g. Product not installed in strict compliance with all applicable building codes and laws.
  - h. Any interior installation of the Product.
  - i. Costs associated with damage to the Product (other than the remedies set forth in Section 5), including but not limited to Product removal, disposal, or replacement, and any labor costs associated with the same.
  - j. Damage resulting from Covered Person's failure to comply with the requirements set out under Section 6 of this Limited Warranty.
  - k. Damage resulting from re-manufacture, modification, alteration or processing of the Product by anyone other than the Company.
  - l. Damage to any other component of the structure on which the Product has been installed, for any reason.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CLAIMS OR PROPERTY DAMAGE, BASED UPON BREACH OF



WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

9. **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

In the event that applicable consumer law prohibits disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives specific legal rights, and you may have additional rights, which vary from state to state.

10. **ENTIRE AGREEMENT.** This Limited Warranty contains and represents the only warranty extended by Roseburg for the Product and supersedes all other prior and contemporaneous warranties, whether oral or written. No employee or agent of Roseburg or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. The Company's failure at any time to enforce the terms, conditions, limitations, or exclusions stated in this document shall not be construed to be a waiver of such provisions.

11. **MODIFICATIONS OR DISCONTINUATION OF PRODUCTS.** If the Company chooses to replace the defective portion of the Product, the replacement Product will be provided in the same specification as the original Product if possible; however, the Company reserves the right to discontinue or modify the Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, the Company may, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a similar product of equal or greater value.

12. **DISPUTE RESOLUTION AND BINDING ARBITRATION.** Any dispute, controversy or claim arising out of or relating to this Limited Warranty, any alleged breach thereof, or the use or sale of the Products to which this Limited Warranty applies shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The Covered Person agrees that they may assert claims against the Company in their individual capacity only, and not as a plaintiff or class member in any purported class action proceeding. Each party will bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator or panel and the conduct of the arbitration itself. This Limited Warranty shall be interpreted in accordance with the laws of Oregon (excluding Oregon's conflict of laws principles). If any provision of this Limited Warranty is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Limited Warranty shall remain operative and binding on the Parties. Rejection of these dispute resolution provisions must be sent to the Company at the address provided herein within thirty (30) days of the Covered Person's receipt of the Products to which this Limited Warranty applies.

13. **CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE COVERED PERSON(S) HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.

14. **WAIVER OF JURY TRIAL.** EACH OF THE COMPANY AND THE COVERED PERSON(S) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.

15. **NO MODIFICATION.** No distributor, dealer or representative of the Company's products has the authority to change, modify or expand this Limited Warranty. The original owner of this Product acknowledges that they have read this Limited Warranty, understand it, and are bound by its terms.

16. **WARRANTY SERVICE AND CONTACT INFORMATION.** For supporting documentation, please access the Company's Document Library at <https://www.roseburg.com/Library>. For warranty service, call 1-800-245-1115 or write to:

Roseburg Forest Products Co.,  
Attn: ARMORITE™ Limited Warranty Service,  
3660 Gateway St, Springfield, OR 97477