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# RoyOMartin's TuffStrand® Eclipse™ Weather Resistant Barrier 25-Year Limited Warranty

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This limited warranty applies to the original retail purchaser ("Purchaser") of a TuffStrand® Eclipse™ Weather Resistant Barrier or Panels (the "Product"), and/or the owner of a building in which the Product is originally installed ("Owner").

## 1. WARRANTY COVERAGE

Martco L.L.C., known by its tradename, RoyOMartin, warrants that the Product bearing the APA certification will:

- A. At the time of manufacture, meet or exceed the manufacturing standards under U.S. Product Standard PS2 and will act as a weather resistant barrier, when installed in accordance with RoyOMartin's installation instructions and all applicable building codes, and will exhibit no Delamination. Delamination is defined as a separation of the wood fiber within the panel, which results in a reduction of the structural integrity of the panel, or a separation of the Weather Resistant Barrier backing from the wood laminate surface which results in a material reduction of the Product's ability to reduce the properties of the Weather Resistant Barrier. Minor surface characteristics such as edge checking and/or loose or folded surface flakes do not qualify as Delamination; and
- B. When the Product is installed by a properly licensed contractor in accordance with RoyOMartin's installation instructions in existence at the time of installation, will for a period of twenty-five (25) years from the date of installation perform as reasonably required of a Weather Resistant Barrier structural sheathing material, exhibit no Delamination.

## 2. EXCLUSIONS FROM WARRANTY COVERAGE

THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 1 ABOVE DOES NOT COVER:

- A. DELAMINATION OR FAILURE OF THE PRODUCT CAUSED BY:
  - (1) MISUSE OR IMPROPER HANDLING, INSTALLATION OR MAINTENANCE;
  - (2) MOISTURE DAMAGE;

- (3) ALTERATIONS TO THE STRUCTURE AFTER THE ORIGINAL INSTALLATION OF THE PRODUCT;
- (4) ACTS OF GOD, SUCH AS LIGHTNING, HIGH WINDS, RAIN, HURRICANE, TORNADO, HAIL, EARTHQUAKE, FLOOD, OR OTHER SIMILAR SEVERE WEATHER OR SIMILAR NATURAL PHENOMENA;
- (5) DESIGN, APPLICATION OR CONSTRUCTION OF THE STRUCTURE IN WHICH THE PRODUCT IS INSTALLED;
- (6) TRANSPORT, STORAGE OR HANDLING OF THE PRODUCT PRIOR TO INSTALLATION; AND

- B. PRODUCT NOT INSTALLED IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND/OR NOT INSTALLED AND MAINTAINED ACCORDING TO ROYOMARTIN'S INSTALLATION INSTRUCTIONS IN EFFECT AT THE DATE OF INSTALLATION;
- C. INSTALLATION WORKMANSHIP;
- D. MINOR EDGE SWELLING, SURFACE CRACKS AND IMPERFECTIONS;
- E. DAMAGE FROM TERMITES OR OTHER WOOD DESTROYING ORGANISMS; OR
- F. DAMAGE FROM WOOD FUNGAL DECAY, ROT, MOLD, OR MILDEW.

## 3. EXCLUSION OF ALL OTHER WARRANTIES EXPRESS AND IMPLIED

THE ABOVE STATED WARRANTY IS THE ONLY WARRANTY THAT APPLIES TO THE PRODUCT. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO REDHIBITION AND THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE OR ADVERTISING. Under certain state laws, the above disclaimer may not apply in whole or in part, and in such jurisdictions, the exclusions shall be applied to the fullest extent possible, and where excluded in any particular, remaining warranties shall not exceed the time period of twenty-five (25) years, or such shorter period as allowed by applicable law, unless such time limitation is not allowed by applicable law.

#### 4. REMEDIES

The sole and exclusive remedy to the Purchaser, or Owner of a building in which the Product was incorporated, for a breach of the express warranty as set forth in Paragraph 1, or for any breach of any implied warranty required by applicable law, shall be for RoyOMartin, at its option, to repair or replace the defective Product or to refund the purchase price of the Product. In the event of any dispute between the Purchaser or Owner and RoyOMartin as to whether a Product was defective or breached the warranty provided herein, or the amount of compensation due as set forth in this paragraph, the parties shall submit the dispute to binding arbitration before a mutually selected arbitrator, and upon failure to mutually select such arbitrator, each party shall select one arbitrator and those two shall select a third, and the arbitration shall be conducted before the panel of three arbitrators. The decision of the arbitrator or arbitrators as the case may be, shall be final and binding on the parties and shall not be appealable. Any arbitration shall be conducted pursuant to the American Arbitration Association Construction Industry Arbitration rules then in effect.

#### 5. NO OTHER REMEDIES

THE REMEDIES SET FORTH IN PARAGRAPH 4 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY WARRANTY RELATED TO THE PRODUCT. IN NO EVENT SHALL ROYOMARTIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNATIVE, OR SPECIAL DAMAGES, INCLUDING ANY CLAIMED DAMAGES FOR LOST PROFITS, DELAY OR DAMAGES TO PROPERTY, ARISING FROM ANY CLAIM DUE TO BREACH OF WARRANTY OR DEFECT RELATED TO THE PRODUCT. Some States do not allow certain limitations to damages, so the above limitation may not apply to you.

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#### 6. CLAIMS AND INSPECTION POLICY

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In order to obtain any of the remedies provided for herein, the Purchaser or Owner must notify RoyOMartin in writing within thirty (30) days of discovery of non-conformity of the Product with the warranty. Contact information is listed below. RoyOMartin must have the opportunity to inspect such claims before repairs, replacement or alterations of panels occur or warranty will be terminated, and any and all future, present or past warranty claims denied. On all valid and warranted claims, RoyOMartin will pay only replacement cost of the Product. It shall be Purchaser's or Owner's responsibility and burden to determine the date of purchase or installation of the Product as applicable.

**RoyOMartin**  
**OSB Business Unit**  
**2189 Memorial Drive**  
**Alexandria, LA 71301**  
**Phone: 800-299-5174**  
**Fax: 318-448-0590**

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*\*This warranty is non-transferable from the original Owner.*

*\*\*RoyOMartin updates and revises product information; please call 800-299-5174 to verify this version is current.*

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