

Claims & Inspection Policy for RoyOMartin® Oriented Strand Board and Plywood

All TuffStrand® or SmartCore® panels are manufactured to conform in all respects to applicable ANSI and APA Rating Standards or as otherwise provided in a product specification document. Whenever the end user or buyer thinks there is a potential grade defect or abnormal panel when the product is delivered or that is discovered after installation, the following procedures must be strictly followed:

1. Notify the sales staff no later than five business days from receipt of the product or, in the case of an installed product, immediately, but in no case more than 48 hours, after installation by calling 1-800-299-5174 or 318-445-1973. Persons to contact are:
 - Bobby Byrd, Director of OSB Sales and Marketing, Romex L.L.C.; or
 - Lori Byrd, Plywood Sales Manager, Romex L.L.C. *

Upon verbal notification, a written claim will be made with the description of the product, the nature of the claimed defect or abnormality, approximate number of panels or footage involved, and the end use of the product. No claim will be honored on material that has been replaced or repaired before notification and RoyOMartin has been given the opportunity to inspect it. Any alteration of the product or misapplication of the product will relieve RoyOMartin of responsibility for recognizing any grade complaint.

2. RoyOMartin reserves the right to arrange an inspection of the alleged defective panels as soon as possible. Upon inspection, if the panels are found not to be defective, or not manufactured by RoyOMartin, then the full cost of the inspection will be charged to the buyer, including time and expenses for RoyOMartin personnel.
3. RoyOMartin will pay the cost, as determined by RoyOMartin, to repair and/or replace panels that have been installed on roofs, walls, or floors, provided:
 - a. There was notification as required in 1 above;
 - b. The installation instructions were followed and the panels were not subject to excessive moisture, mishandling, or inadequate protection after installation; and
 - c. There are legible grade marks or proof of purchase demonstrating the installed panels are a RoyOMartin product and the panels are found to be defective upon inspection by RoyOMartin or its representative.
 - d. If there has been a request for a Third-Party Inspection, customer shall pay the associated costs if no defects are found.
4. When the complaint relates to products which have not been installed, the buyer must follow the notification process in 1 above and preserve the entire order intact. RoyOMartin will replace panels, found to be defective after inspection, f.o.b. jobsite through its local distributor. Buyer is required to accept that portion of the product which is not found to be defective.
5. In the case of a complaint involving product shortage, the sales staff must be notified at the numbers in 1 above immediately after delivery, but in no case more than 1 day, and the entire shipment must be held intact for counting by a RoyOMartin representative. A product shortage means an amount greater than ___number of items.
6. For motor carrier claims, the sales staff must be notified at the numbers in 1 above immediately upon arrival of the load for delivery and the entire load should not be unloaded, if possible, until RoyOMartin has had the opportunity to inspect the damage. Otherwise, properly define and describe the damage to the product on the Bill of Lading and take and preserve photos of the whole load, as well as the damaged areas, prior to unloading the freight.

7. Rail carrier shipments with apparent damage to the product should not be unloaded until required notification has been submitted to the originating or delivering railroad, as appropriate, and RoyOMartin has been notified. Follow the procedures established by the railroad. Take and preserve photos of the whole load in place, equipment condition, product position, placement design and securement, as well as the specific areas of damage.
8. All claims will be administered promptly to minimize interruption to buyer's operations or construction activities.
9. No claims will be honored for purchases of downfall, shop rejects, or culls. Proprietary OEM product claims are limited to replacement of only the material made to manufacturer specification.
10. Failure to comply with the claim procedures:
 - a. Acts as buyer's acceptance of any product which would otherwise be subject to a claim;
 - b. Forfeits the right of buyer to make a claim; and
 - c. Relieves RoyOMartin of the obligation to recognize any such claim.
11. Compliance with the claim procedures:
 - a. Acts as buyer's rejection of any product subject to the claim;
 - b. Acts as an acceptance of any product not subject to the claim; and
 - c. Preserves buyer's rights to have the alleged defect, abnormality, shortage or damage assessed and RoyOMartin's obligation to repair and/or replace the defective, missing or damaged product, as appropriate.

* Romex L.L.C. is the exclusive sales representative for the RoyOMartin family of products.

Revised February 2018