

## Simpson Panel 30-year INNOVA™ Warranty

1. WARRANTY COVERAGE. Simpson Panel USA LLC (“Simpson Panel”) warrants, for a period of thirty (30) years from the date of manufacture (the “Limited Warranty Period”) products legally sold under the INNOVA® mark (the “Product”) for installation within the continental U.S. (except Alaska), the District of Columbia, Hawaii, Puerto Rico and Canada (except Yukon Territory, Northwest Territories, Nunavut, Newfoundland and Labrador), that such purchased Product, when manufactured, will resist damage caused by hail or termite attacks, on the date of manufacture met E84, the Florida Building Code and the Miami Dade Certification, and is free from manufacturing defects in material and workmanship (collectively, this “Limited Warranty”). Those pieces of Product that failed to meet the requirements of the Limited Warranty when manufactured shall be considered “Defective Product” hereunder.

This Limited Warranty extends only to: (i) the first retail purchaser of the Product and the first transferee; or (ii) the first owner of the structure to which the Product is applied and the first transferee of the structure to which Product is applied (each a “Covered Person”).

2. Simpson Panel’s OBLIGATIONS. If, during the Limited Warranty Period, the Product is determined to be Defective Product, Simpson Panel will, in its sole discretion, either: (a) provide replacement pieces of the Defective Product, or (b) reimburse the Covered Person for up to twice the original retail cost of the Defective Product. If the original retail cost cannot be established by the Covered Person to Simpson Panel’s reasonable satisfaction, the retail cost of the Defective Product shall be determined by Simpson Panel in its sole and absolute discretion. After the Limited Warranty Period, this Limited Warranty will have expired and shall no longer be applicable.

Simpson Panel’s replacement or reimbursement of the Defective Product pursuant to this Section 2 of this Limited Warranty is the **sole and exclusive remedy** for the Covered Person for any warranty claim. Simpson Panel WILL NOT REFUND OR PAY ANY COSTS OR EXPENSES IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS if Simpson Panel CHOOSES TO PROVIDE REPLACEMENT PIECES OF THE DEFECTIVE PRODUCT, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. THE LIMITED WARRANTY PERIOD FOR THE REPLACEMENT PRODUCT PIECES SHALL BE THE SHORTER OF THE LIMITED WARRANTY PERIOD OF THE REPLACEMENT PRODUCT OR THE LENGTH OF ANY REMAINING WARRANTY PERIOD UNDER THE LIMITED WARRANTY OF THE REPLACED PRODUCT

3. CONDITIONS PRECEDENT. Coverage under this Limited Warranty **shall be subject to the following terms and conditions** (collectively, the “Conditions Precedent”):

(a) A Covered Person must provide written notice to Simpson Panel at the address in Section 16 below within thirty (30) days of first discovery of any claimed Defective Product and before

beginning any permanent repair. The notice must describe the location and details of the claimed defect of the Defective Product and any additional information necessary for Simpson Panel to investigate the claim, including access to the site. Photos of the Defective Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Simpson Panel that such claimant is a Covered Person as defined in Section 1 above.

(b) The Defective Product must have been installed according to Simpson Panel's printed installation requirements found at <https://www.simpsonpanel.com> and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.

(c) Upon discovery of a claimed Defective Product, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the Limited Warranty claim is complete, if applicable. Before any permanent repair to the Product or any Defective Product, a Covered Person must allow Simpson Panel or Simpson Panel's authorized agent to enter the property and structure where the Defective Product is installed, if applicable, to examine, photograph and take samples of the Defective Product, as well as any Product that is not Defective Product. Any repairs initiated by or on behalf of a Covered Person without prior authorization from Simpson Panel may void this Limited Warranty and will violate this condition precedent.

4. **EXCLUSIONS.** This Limited Warranty does not cover any loss or damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product or Defective Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, framing members, wall assemblies or other accessories; (b) further processing, modification or alteration of the Product after shipping from Simpson Panel (c) neglect, abuse, or misuse; (d) repair or alteration; (e) settlement or structural movement and/or movement of materials to which the Product is attached; (f) damage from incorrect design of the structure; (g) damage resulting from water infiltration; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual weather or climate conditions); (j) efflorescence; (k) peeling or performance of any third party paints, stains and/ or coatings; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (m) lack of proper maintenance; and/or (n) any cause other than a breach of this Limited Warranty attributable to Simpson Panel.

5. NO WAIVER. Simpson Panel may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted and shall not constitute a waiver of Simpson Panel's right to strictly enforce the exclusions, disclaimers, and limitations, set forth herein for any or all other circumstances.

6. SETTLEMENT OF A CLAIM. Any Product replacements or reimbursements made by Simpson Panel pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from the Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or refunded or for which a reimbursement has been made.

7. **LIABILITY LIMITATION**. IN NO EVENT SHALL Simpson Panel BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. **WARRANTY LIMITATION**. THIS LIMITED WARRANTY IS THE **SOLE AND EXCLUSIVE WARRANTY** FOR THE PRODUCT. Simpson Panel EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some jurisdictions 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 you specific legal rights, and you may have additional rights, which vary from one jurisdiction to another.

9. PRODUCT MODIFICATION/DISCONTINUANCE. Simpson Panel reserves the right to discontinue or modify the Product at any time, without notice. In the event replacement of the Product pursuant to this Limited Warranty is not possible, Simpson Panel may fulfill any replacement obligation under this Limited Warranty with a comparable Simpson Panel product, as determined in Simpson Panel's sole discretion.

10. CHOICE OF LAW. This Limited Warranty is to and shall be construed under the laws of the State of Alabama, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

11. BINDING ARBITRATION. By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of the Product shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. ANY CLAIM FOR ARBITRATION MUST BE BROUGHT WITHIN ONE-YEAR OF DISCOVERY OF DEFECTIVE PRODUCT. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to any Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Consumer Arbitration Rules (the "Rules"). The Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against Simpson Panel, you must file a case with the American Arbitration Association in Birmingham, Alabama. The arbitration proceeding shall take place exclusively in Birmingham, Jefferson County, Alabama, provided however, that in a dispute involving \$25,000.00 or less, any hearing will be virtual unless the arbitrator finds good cause to hold an in-person hearing instead, in which case the arbitration will be held in Birmingham, Alabama. You may visit the American Arbitration Association's website at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less or no discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/ or application of the Product, you are waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the **United States Federal Arbitration Act** (Title 9, U.S. Code, sections 1--16).

12. ATTORNEYS' FEE AND EXPENSE RECOVERY. Under no circumstances shall the claimant under this Limited Warranty be entitled to recover attorneys' fees or expenses associated with pursuit of a claim under this Limited Warranty, regardless of the any statutory rights that may exist, and **ANY SUCH CLAIMS ARE HEREBY WAIVED BY CLAIMANT**. Simpson Panel shall be entitled to recover its attorneys' fees and expenses from the claimant should it substantially prevail in claim(s) against it under this Limited Warranty and Simpson Panel shall be awarded its attorneys'

fees and expenses incurred in enforcing any condition precedent herein or any other provision of this Limited Warranty that provides benefit to Simpson Panel.

13. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

14. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of Simpson Panel. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Simpson Panel OR EMPLOYEES OR AGENTS OF Simpson Panel OR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR CREATE ANY ADDITIONAL WARRANTIES FROM Simpson Panel OR IN ANY WAY INCREASE THE SCOPE OF ITS OBLIGATIONS IN ADDITION TO THOSE MADE IN THIS LIMITED WARRANTY.

15. EFFECTIVE DATE. The effective date of this Limited Warranty is June 01, 2023 (the “Effective Date”). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations occurring on or after the Effective Date.

16. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service and for any notice to be provided hereunder, but in strict accordance with the terms herein, write at Warranty Department, Simpson Panel USA LLC, 4767 1st Ave North, Birmingham, AL, 35222. For general information, you may (a) call 1-866-767-2635 or (b) Visit <https://www.simpsonpanel.com/faq>