

# **OX ENGINEERED PRODUCTS, LLC**

## **Thermo-Ply® STRUCTURAL SHEATHING SYSTEM**

### **30-Year Limited Warranty**

thermo**PLY**<sup>®</sup>  
structural sheathing by **OX**

#### **WARRANTY COVERAGES**

Subject to the terms, limitations, and requirements set forth in this document, Ox Engineered Products, LLC, ("OX"), warrants to the original purchaser (the "Original Purchaser") of the component products comprising the Thermo-Ply® Structural Sheathing System (the "T-Ply System" as defined below) as follows: (a) For 30 years from the date of purchase, Thermo-Ply and the T-Ply System will be free from manufacturer's defects. (b) The T-Ply System when installed strictly in accordance with OX's applicable published installation instructions in effect at the time the System is installed on the original structure, will, for a period of 30 years from the earliest date of purchase of a component product used in the T-Ply System as installed, perform as (i) a water-resistive barrier (as defined in Section 202 of the 2018 International Building Code (IBC) and Section R202 of the 2018 International Residential Code (IRC), and (ii) an air barrier as defined in Section R202 and N1101.6 of the 2018 IRC.

The T-Ply System shall be defined to be Thermo-Ply® Structural Sheathing (Grades Green, Red, or Blue), Thermo-Ply® AMG (Grades Green, Red, or Blue), OX Seam Tape, Titan Butyl Flashing Tape or Arctic Flash Synthetic Flashing Tape. It is also permissible to use Titan Drainage wrap to cover the ThermoPLY structural sheathing in compliance with the Ox 30 Year System warranty. In addition to being subject to the other limitations contained in this warranty, the water and air barrier warranties are expressly contingent upon the use of only T-Ply System component products. The use of any sheathing other than Thermo-Ply® Structural Sheathing or any seam and flashing tapes other than OX Seam, Titan Butyl Flashing or Arctic Flash Flashing Tapes shall render the air and water barrier warranties entirely inapplicable and/or null and void. OTHER THAN THE EXPRESS RIGHTS SET FORTH IN THIS WARRANTY, THE PRODUCT IS SOLD "AS IS." THE REMEDY PROVIDED IN THIS WARRANTY SHALL BE THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE COMPONENT PRODUCTS OF THE IS SYSTEM AND THE IS SYSTEM AS A WHOLE. THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AGREEMENT SIGNED BY OX AND THE ORIGINAL PURCHASER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THOSE SET FORTH IN THIS WARRANTY. TOTAL OX LIABILITY AND EXPENSE FOR ANY CLAIM OF NONCOMFORMITY OF ANY COMPONENT PRODUCT OF THE IS SYSTEM OR THE IS SYSTEM AS A WHOLE SHALL BE LIMITED TO THE AMOUNT RESULTING FROM THE CALCULATION PROVIDED FOR BELOW. IN NO INSTANCE SHALL OX BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL OX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY THIRD PARTY. THIS WARRANTY SHALL APPLY ONLY TO THE BENEFIT OF THE ORIGINAL PURCHASER OF THE COMPONENT PRODUCTS AND IS NON-TRANSFERABLE TO ANY SUBSEQUENT OWNER OF ANY STRUCTURE ON WHICH THE PRODUCTS ARE INSTALLED.

#### **OTHER CONDITIONS OF WARRANTY COVERAGE**

This warranty applies only to Products manufactured by OX on or after October 1, 2018. The Products are warranted to provide a weather resistant barrier only if installed with all joints either taped at a minimum 2 ½" wide with Ox Seam Tape or overlapping of panels by a minimum of ¾" and fastening with a single row of fasteners and taping all interior and exterior corners at a minimum of 4" wide with Arctic Flash Synthetic Flashing tape or Titan Butyl Flashing Tape, and rough openings and wall penetrations flashed with tapes identified above.

The warranty will be void if any of the following conditions have occurred:

- 1.** Prior to installation, any component product of the T-Ply System is exposed to the elements for any length of time without protective packaging or, at a minimum, without being completely covered with a waterproof tarpaulin;
- 2.** Prior to installation, any component product of the T-Ply System is left on the ground rather than being raised off the ground on pallets or similar structures to prevent saturation from rain, flood waters or other sources;
- 3.** Any component product of the T-Ply System is not protected from excessive moisture;
- 4.** Any component product of the T-Ply System is left unprotected from UV exposure (sunlight without regard to cloud cover) for more than 90 days;
- 5.** Any component product of the T-Ply System is punctured by nail holes. The component products are not designed as a nail base for cladding. Consult the specific cladding instructions for proper cladding installation.
- 6.** Any component product of the T-Ply System is not utilized in strict accordance with all applicable OX specifications, recommendations and guidelines in effect at the time of purchase. These may be found on the OX website at [www.oxep.com](http://www.oxep.com).
- 7.** Any component product of the T-Ply System is not installed in accordance with the OX's published installation instructions, including but not limited to: a) post-installation exposure before cladding, b) protection allowing for adequate drainage, c) the use of applicable building code compliant OX branded flashing and counter flashing on all openings and penetrations, d) compliance with usual and customary local building standards, and e) compliance with all applicable building codes. Information concerning OX's specific requirements may be found on the OX website at [www.oxep.com](http://www.oxep.com). Information regarding applicable building codes and standards in your area may be obtained from your local building inspector.
- 8.** The envelope of the structure must be maintained to prevent infiltration of water.
- 9.** Any component product of the T-Ply System cannot be used in an exterior exposure or in an interior space that creates an exterior environment. Any component product of the T-Ply System may not be in direct contact with the ground or used in any application which allows for the accumulation of condensation or other free water or which subjects any component product of the T-Ply System to a repetitive wetting condition at any time, other than normal exposure to weather during ordinary construction delays.

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**1 This warranty is effective April 1, 2019 and supersedes all previously published versions of warranties for all Products covered by this warranty. It shall remain effective until such time as OX publishes a subsequent superseding version at which time it shall have no further effect.**

**This Warranty shall not apply and OX shall not be liable for any damages caused by:**

1. Misuse, improper storage, transportation, maintenance and handling of any component product of the T-Ply System in violation of OX recommendations or requirements;
  2. Structural failure or distortion caused by failure or distortion in the walls or foundation of the structure on which any component product of the T-Ply System is installed, including settling of the building or movement of framing components;
  3. Any removal and reuse of any component product of the T-Ply System;
  4. Physical forces such as fire, flooding, or storms, including but not limited to, hurricanes and tornadoes, war, terrorism, or civil unrest or any other act of God;
  5. Termites or any other product destroying organism;
  6. Any negligence, gross negligence or willful misconduct of Original Purchaser or any third party in connection with any component product of the T-Ply System; or,
  7. Any use of any component product of the T-Ply System other than its intended use as (for applicable Products) a thermal insulation and (for all Products) a component in an air barrier and water-resistive barrier system.
  8. Defective design and/or installation workmanship. As a condition precedent to recovery under this Warranty, Claims will only be honored if:
    1. OX is notified in writing via email to [warrantyclaims@oxep.com](mailto:warrantyclaims@oxep.com) within thirty (30) days of discovery of the condition covered by the warranty and the notification includes identification of any component product of the T-Ply System at issue, a description of the alleged nonconformity, current photographs of the alleged nonconformity, documentation of proof of purchase date of the component products; and,
    2. OX is given a reasonable opportunity to evaluate the problem and inspect the warranted Product prior to any alteration, change or repair undertaken by Original Purchaser or any third party. OX's liability is limited to the provisions of this Warranty, whether any claim against OX is based upon strict liability, negligence, breach of contract, breach of warranty or any other theory or cause of action.
- This warranty shall apply only to the Original Purchaser of the component products of the T-Ply System and is non-transferable to any subsequent owner or claimant.

**REMEDIES**

This section provides for the sole remedy available to the Original Purchaser from OX for the non-conformance of any or all component products of the T-Ply System as well as for any generalized T-Ply System non-conformance. Subject to all of the conditions and limitations provided in this warranty, for T-Ply System component products utilized to create the building envelope of a new structure not exceeding four stories in height, should OX determine through the course of its investigation at its sole discretion that the T-Ply System is non-conforming, OX will pay for the reasonable cost of repairing and replacing (labor and materials) the actual area of wall damage caused by the non-conforming T-Ply System component products. OX will not cover any alleged damages to interior spaces or items including any furniture or personal property items. The limitations on coverage imposed by this remedy may not apply in jurisdictions that prohibit such limitations. To qualify for this 30 year limited system warranty, the entire building envelope of the structure must be constructed exclusively using the T-Ply System. This warranty will be null and void should any other non- T-Ply System component be used on the building in question or should the building exceed four stories in height. The warranty coverage provided by this provision shall not exceed the lesser of (i) \$10 per square foot of damaged exterior wall area, or (ii) \$500,000.

**TESTING**

All sampling shall be conducted in accordance with sampling procedures prescribed by OX, in its sole discretion, and samples shall only be taken in the presence of an authorized OX representative. Original Purchaser agrees at his own expense to take samples of the product in accordance with OX's sampling procedures for evaluation according to industrial standards to determine the validity of any alleged nonconformity.

**MISCELLANEOUS**

OX can be contacted by mail at its offices currently located at 22260 Haggerty Road, Suite 365, Northville, Michigan 48167. All matters covered by this Warranty shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law analysis. Original Purchaser agrees that jurisdiction and venue with regard to any suit brought which is related in any way to the IS System or any component product or this Warranty shall reside solely in the state and federal courts serving the county in which OX's headquarters are then located. Accordingly, in purchasing and using the products, Original Purchaser consents to the exercise of personal and subject matter jurisdiction and venue over himself and his agents and employees by such courts for said purposes. To the extent that any portion of this provision may be deemed unenforceable by a court, Original Purchaser intends that this provision shall be construed as broadly as possible to limit the adjudication of disputes arising from his purchase and use of the products to the courts serving the locality in which OX's headquarters are then located. Original Purchaser hereby waives any right to trial by jury. This Warranty contains the complete and exclusive agreement between the Original Purchaser and OX, and supersedes any and all prior, oral or written, agreements or representatives, made by or between them. All of the clauses of this Warranty are distinct and severable, and if any clause shall be deemed illegal, void, or otherwise unenforceable, it shall not affect the validity, equality, or enforceability of any other clause or portion of this Warranty.