




OX Engineered Products
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thermoPLY®

Structural Sheathing

Installation Guide

The stable pricing, lightweight design, water resistance and best-in-class air barrier make ThermoPLY structural sheathing a high-performance alternative to OSB.

Made in USA 



Easy to Install

The light weight design allows for individual installation.

Water Barrier

Code-approved water resistive barrier.

Air Barrier

Best in class air barrier performance.

IRC & IBC Compliant

Meets lateral shear resistance requirements for Type V light frame construction.

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Attention:

For complete specifications and installation instructions, refer to DrJ Technical Evaluation Report.

This installation guide is intended to provide general information for the end user. The following guidelines will help you properly install ThermoPLY[®]. We encourage you to read these guidelines in order to minimize any risk of safety hazards and to prevent voiding any applicable warranties. This manual is a general installation guide and does not cover every installation situation. Customer is responsible for complying with all applicable laws, regulations, and building codes (collectively, "Laws") of the location where any products (individually, "Product" and collectively, "Products") manufactured by Ox Engineered Products, LLC ("Ox") are actually used, specially including, but not limited to, Laws regarding use and disposal of the Products by Customer. Ox expressly disclaims all liability for the Products other than as expressly provided in the applicable warranty for the Product (the "Product Warranty") which is available from Ox at the address below. OX EXPRESSLY DISCLAIMS ANY OTHER WARRANTY EXPRESSED OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. None of the information contained in this brochure shall act as a waiver of any patent, trademark, copyright or other intellectual property right of Ox, nor shall any such information expand any rights or remedies set forth in the applicable Product Warranty. Ox shall not be liable for compliance of the Products with any test results obtained by third parties that may be included in this brochure. Actual results may vary. Not all Products

are approved for use in all jurisdictions. The Products are not load bearing. Do not attempt to walk on them. Some Ox Products are amiable. Ox disclaims liability for damages caused by incineration of the Products. By purchasing the Products, Customer irrevocably consents that any dispute arising between Ox and Customer will be determined under Michigan law without consideration of any of law analysis and that any such dispute shall be brought only in the state or federal courts serving the locality in which Ox's headquarters are then located. By purchasing the Products, Customer expressly consents to the exercise by such courts of personal and subject matter jurisdiction and venue for such purposes.

Ox Engineered Products offices:

22260 Haggerty Road, Suite 365,
Northville, Michigan 48167.
Phone (800)345-8881

Storage:

Maintain packaging protection until using the product. If stored exposed without protective packaging, cover with a waterproof tarpaulin. Do not store directly on the ground unprotected or in standing water. Normal care should be taken to avoid excessive moisture exposure (soaking) to unpackaged product.

Safety Guidelines:

- Follow all OSHA regulations and any other safety guidelines and safety practices.
- Use approved safety belts and/or harnesses or other fall protection equipment

03 | Installation Overview

Overview

The ThermoPLY system shall be defined to be ThermoPLY Red, Green or Blue, ThermoPLY AMG (Advanced Moisture Guard), Ox Seam Tape, Arctic Flash Synthetic Flashing Tape or Titan Butyl Flashing Tape. 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 ThermoPLY component products. The use of any other sheathing other than ThermoPLY or any seam and flashing tapes other than Ox Seam Tape, Arctic Flash flashing tapes or Titan Butyl Flashing Tape shall render the air and water barrier warranties entirely inapplicable and/or null and void.

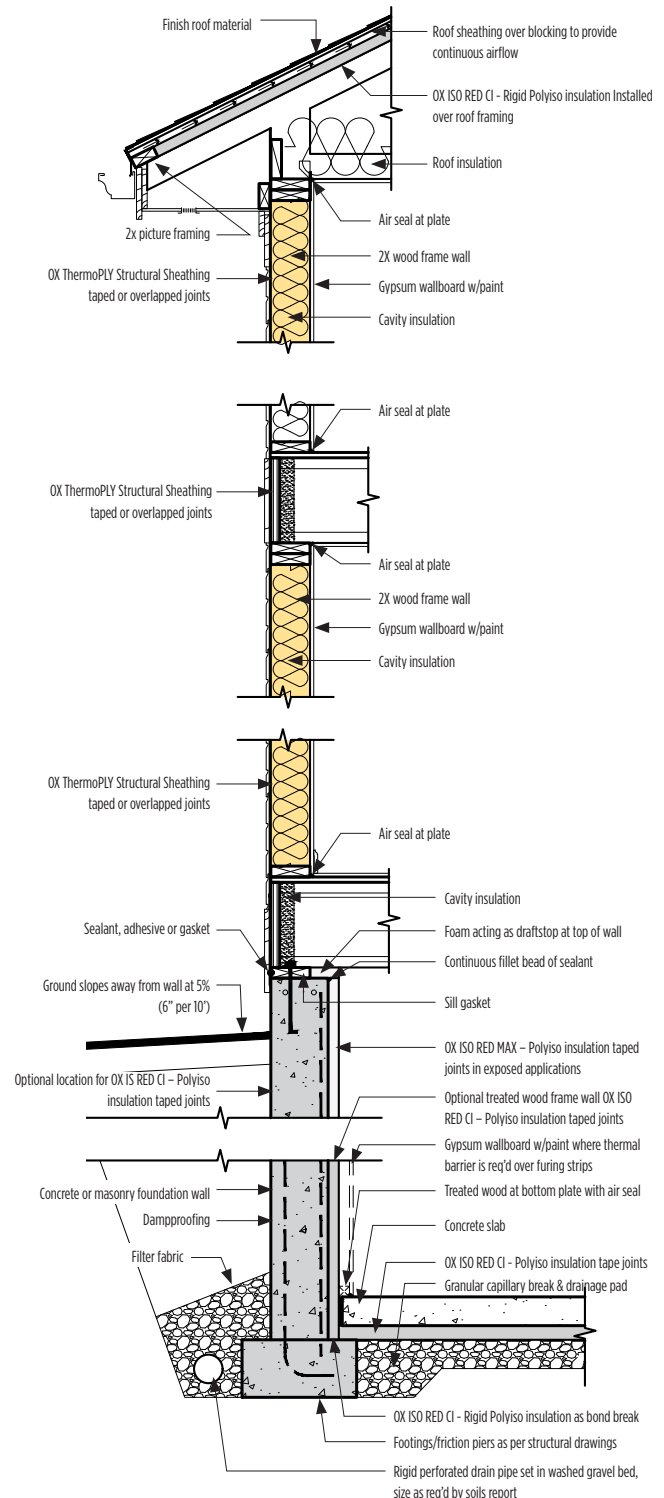
Structural Prep

Install any necessary mechanical strapping directly to framing.

- It is recommended that any metal straps, ties or other connectors designed to resist uplift, shear or diaphragm loading must be installed prior to ThermoPLY Structural Sheathing.
- The requirement for mechanical uplift connections shall be determined by the responsible parties.
- Detail A should not be considered typical and only applies when mechanical uplift connections are required.

TIP: Straps, ties and connectors installed on the exterior face of the stud will not be visible after the ThermoPLY Structural Sheathing panels are installed. Schedule necessary inspections accordingly.

Detail A

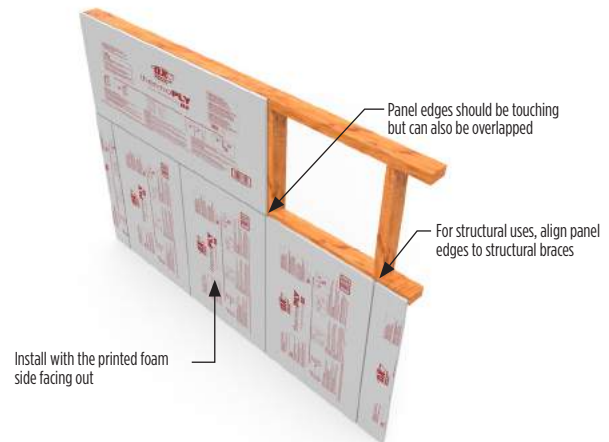


04 | Panel Orientation

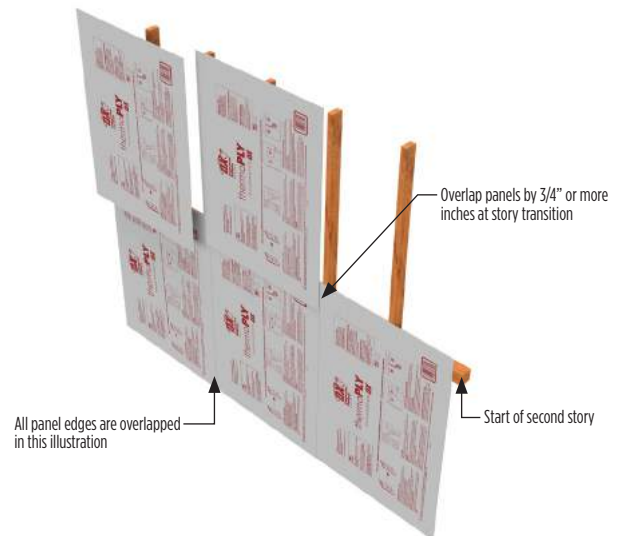
Orient Panels

- Install ThermoPLY Structural Sheathing panels with the printed side facing out
- The panels may be installed with the long side of the panels oriented either horizontally or vertically to the framing members
- All panel edges/seams must be fastened and backed by framing
- Panels can be installed with edges touching or overlapping by 3/4-inch (see page 05)
- Cut panels with standard circular saw
- On two story applications, panels should be installed from top plate to bottom plate. top story panel should overlap the bottom panel by a minimum of 3/4" and fastened at 3x3 on the perimeter and in the field, Where the second story can not overlap, use of an additional T-Ply should be installed in a shingle pattern.
- When attaching, do NOT fasten at corners first. Start at number 1 and move across panel as shown in Detail D.

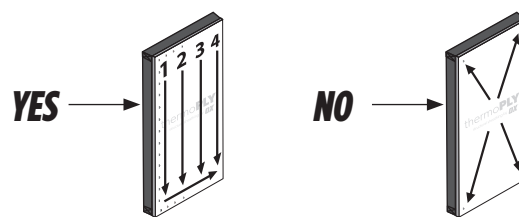
Detail B



Detail C



Detail D



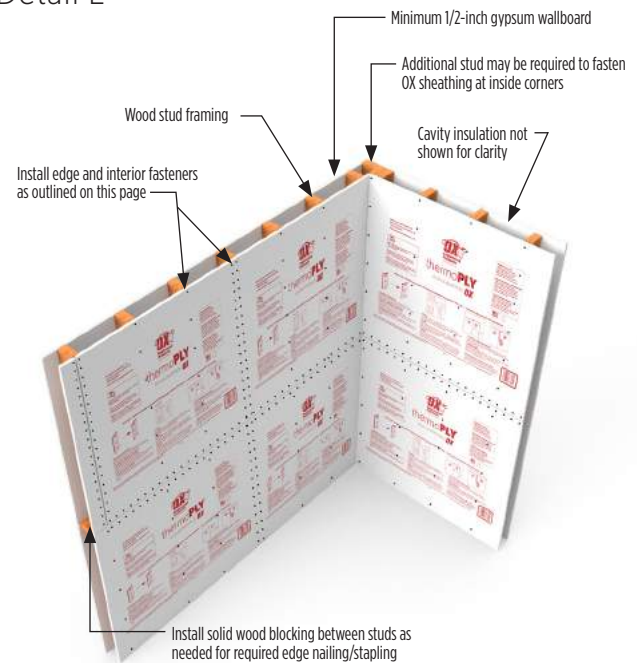
05 | Panel Fastening

Fasten Panels

- **Wood studs:** Around perimeter and in the field of the board, fasten ThermoPLY every 3-inches. Minimum embedment of 1-inch into framing:
 - minimum 15/16" crown, 16 gauge staple
 - .0120 inch min dia 3/8min head (min) diameter nail, 11 gauge 1-1/4-inch length nail.
 - Staple crown should be flush. Do not countersink.
 - Staples may run parallel with wood grain of framing studs at sheathing seams
- **Metal studs:** No. 8-18 × 1-1/4 Phillips modified truss head self-drilling screws

NOTE: OX offers three grades of ThermoPLY. This guide shows just the red or Standard Structural Grade in the detail illustrations. Installation instructions, as shown in this guide, are the same for all grades.

Detail E

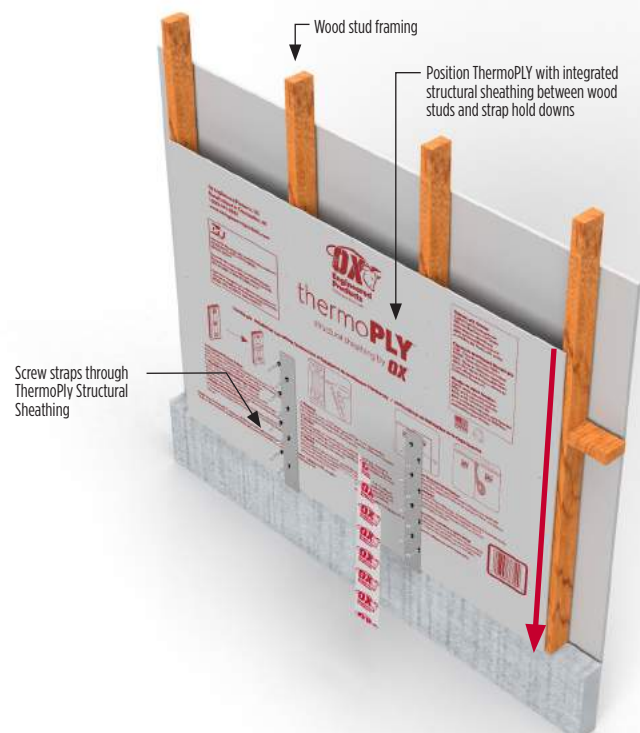


Strap Hold Downs

- Slide the ThermoPLY sheet between the studs and strap hold downs
- Screw straps through the ThermoPly structural layer to the stud behind
- Apply Arctic Flash flashing tape to fully cover the strap hold downs and screws
- Install edge and interior fasteners as described above

NOTE: The red arrow indicates where the sheet should be positioned before being screwed into place.

Detail F



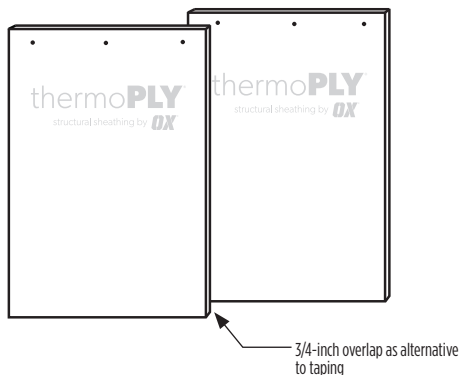
06 | Water Resistive Barrier Options

Taping

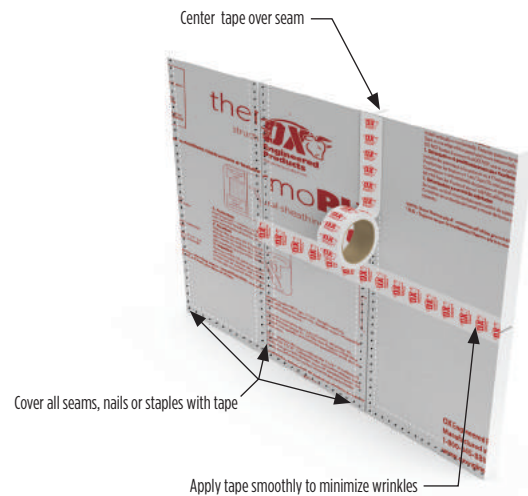
- Install tape per manufacturer's instructions on a clean/dry surface
- Center the tape over the joints/seams
- Apply pressure to the tape to ensure a secure bond. Smooth out any wrinkles to insure proper adhesion.
- When taping joints, use shingle fashion technique as shown in Detail H
- At T-joints, the tape pieces should overlap by at least 1-inch as shown in Detail I and Detail J.
- Building wrap is not required to meet WRB requirements if all joints are taped
- **Use only OX approved tapes:**
 - **Seam tape:** OX Seam Tape
2 1/2-inch nominal width
 - **Arctic Flash Synthetic Flashing Tape or Titan Butyl Flashing Tape:**
 - 6-inches at all penetrations
 - 4-inches at interior and exterior corners

Lapped Panels

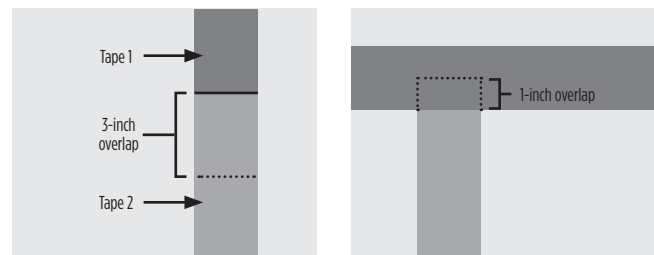
- Overlapping of panels by a minimum of 3/4-inch will provide approved water resistive protection when installed as shown below
- Fasten lapped panels with single row fasteners



Detail G



Detail H - Shingle fashion technique

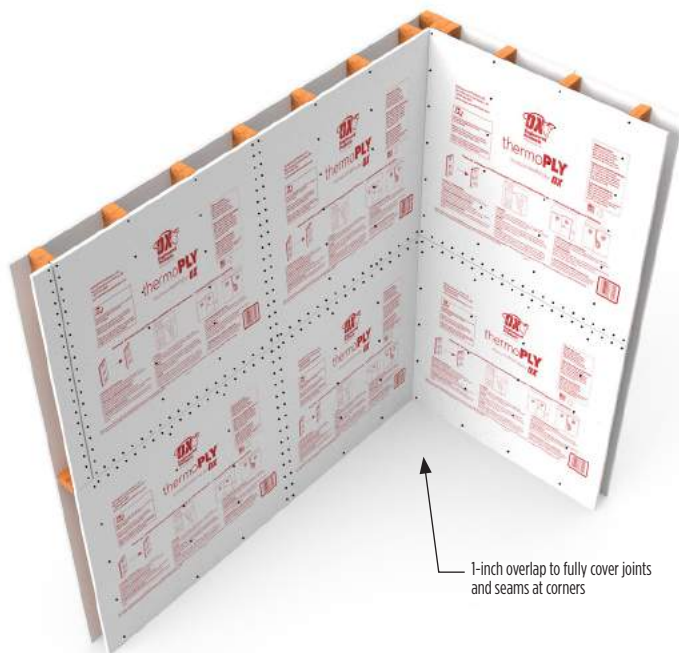


07 | Corner Taping

Detail I - Exterior corner flashing tape



Detail J - Interior corner flashing tape

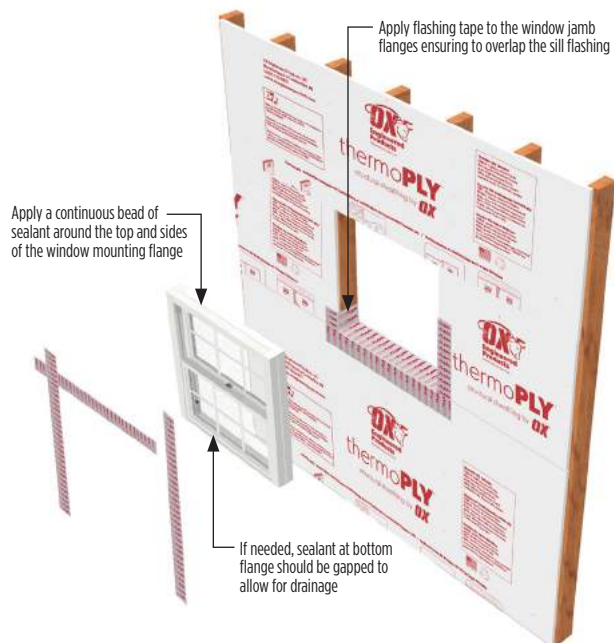


08 | Window Installation

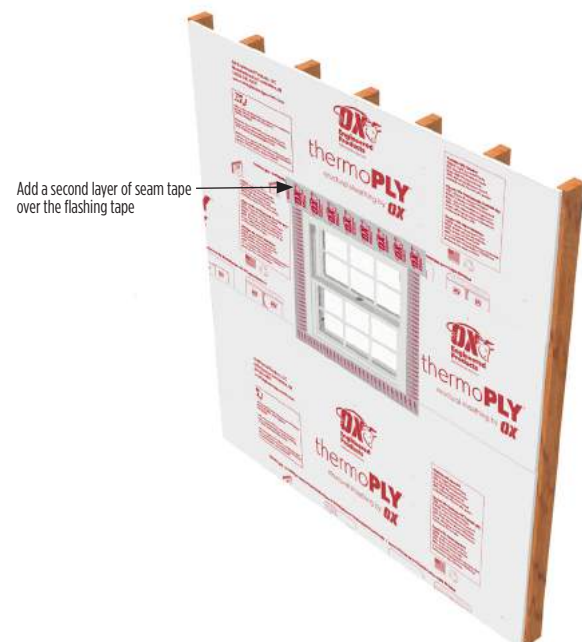
Window Installation

- Install approved OX sill/pan flashing as shown in Detail I on a clean/dry surface
- Apply sealant around inside face of window mounting flange. If needed, gap sealant at the bottom flange to permit drainage. Install and level window per manufacturer's instructions.
- Cut two pieces of approved OX flashing tape and apply each to the window jamb flanges. Be sure the jamb flashings overlap the sill flashing.
- Cut a length of approved OX flashing tape and apply to the head flange on the window. Be sure the head flashing overlaps the jamb flashing.
- Apply pressure to the tape to ensure a secure bond and smooth out any wrinkles to insure proper adhesion
- From the interior of the rough opening, apply low-pressure polyurethane foam for windows between the rough opening and the window frame.
- **DO NOT TAPE BOTTOM WINDOW FLANGE**

Detail K-



Detail L- Completed installation

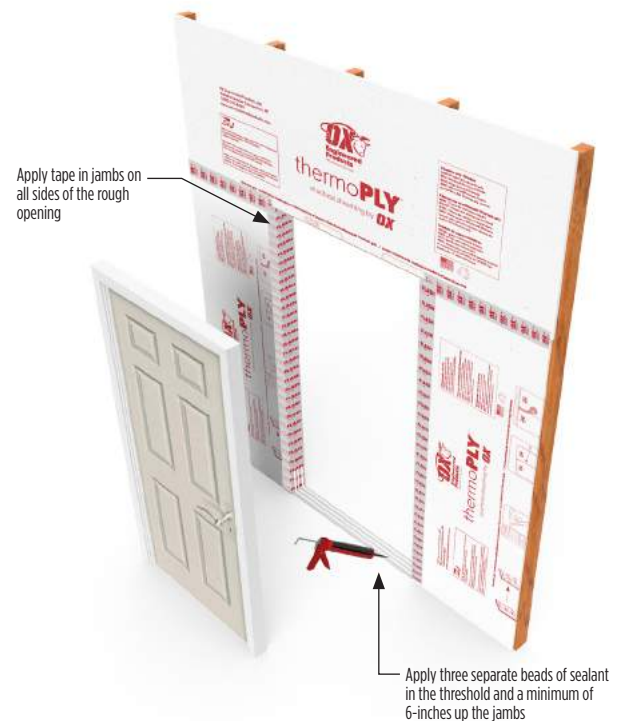


09 | Door Installation

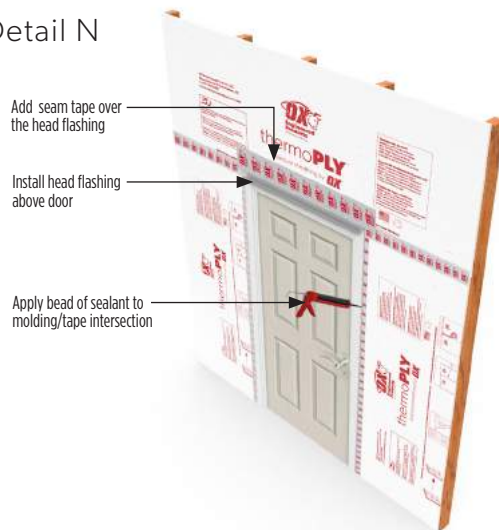
Brick Mould Door Installation

- Install approved OX Arctic Flash flashing tape or Titan Butyl Flashing Tape in jambs of the rough opening as shown in Detail L on a clean/dry surface
- Apply three separate beads of sealant in the threshold and a minimum of 6-inches up the jambs
- Once the door has been installed into the rough opening in accordance with the manufacturer's installation instructions, apply a bead of sealant at the molding/tape intersection
- Install head flashing above door and then tape top of head flashing with OX approved tape

Detail M



Detail N

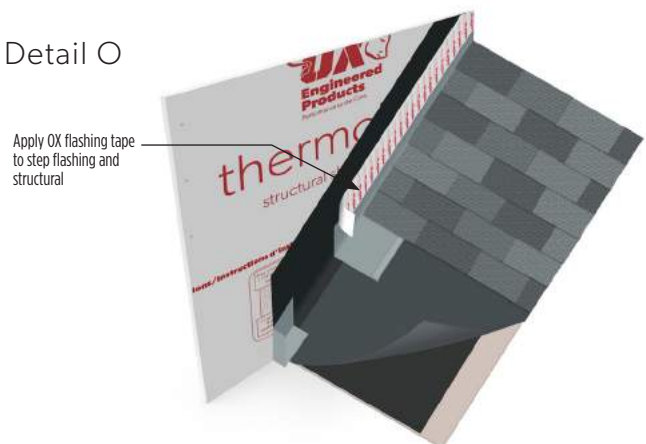


Roof Installation

Rake Roof-to-Wall Intersection

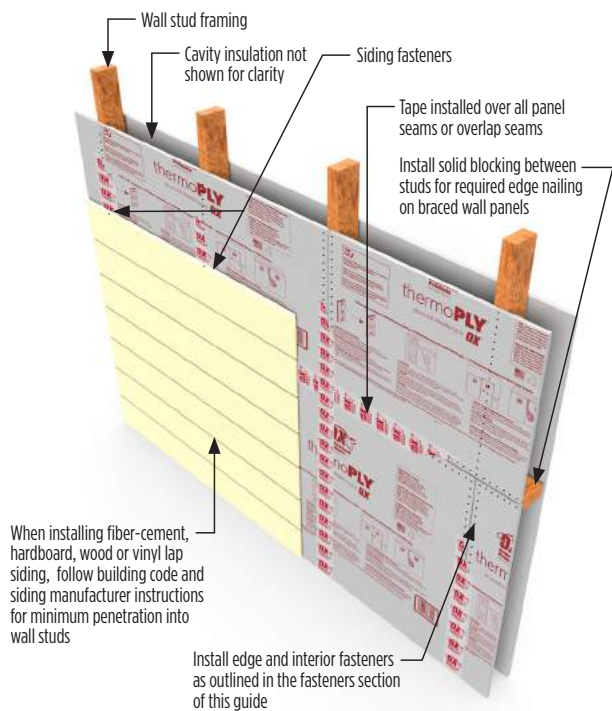
- Wrap adjacent wall with underlayment at rake roof-to-wall intersections
- Install pan flashing with a rolled hem at rake roof-to-wall intersections on top of a layer of protective underlayment. The underlayment should extend 12-inches over the intersection and 24-inches across the roof.
- Apply approved OX Arctic Flash flashing tape or Titan Butyl Flashing Tape to step flashing and underlayment to complete seal
- Any flashing material requiring mechanical fastening must be backed by blocking - Do Not Use Thermo-Ply as nail bed.

Detail O

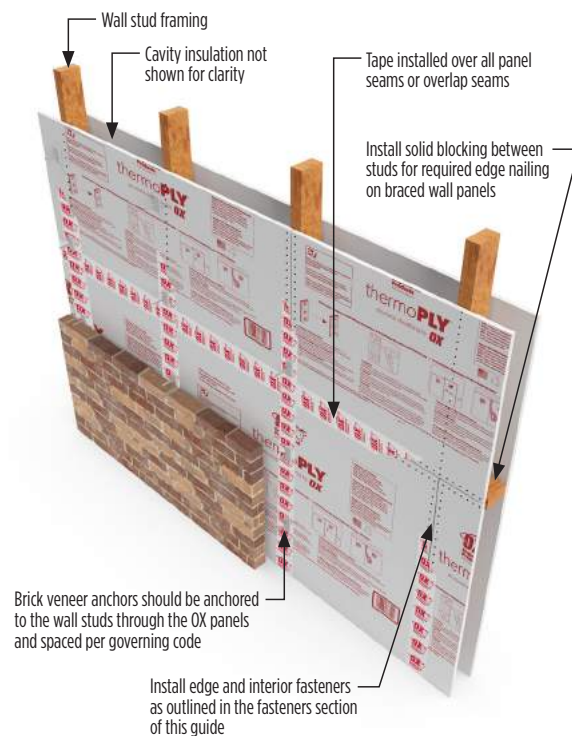


10 | Exterior Cladding Installation

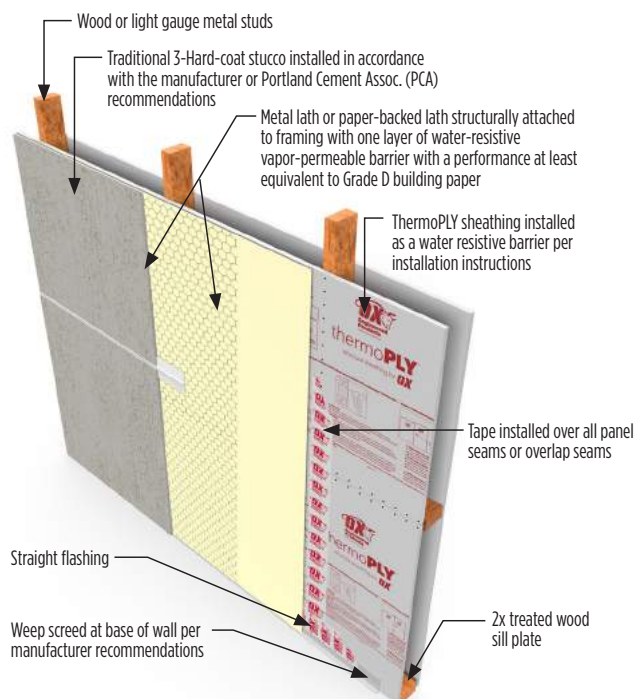
Lap Siding



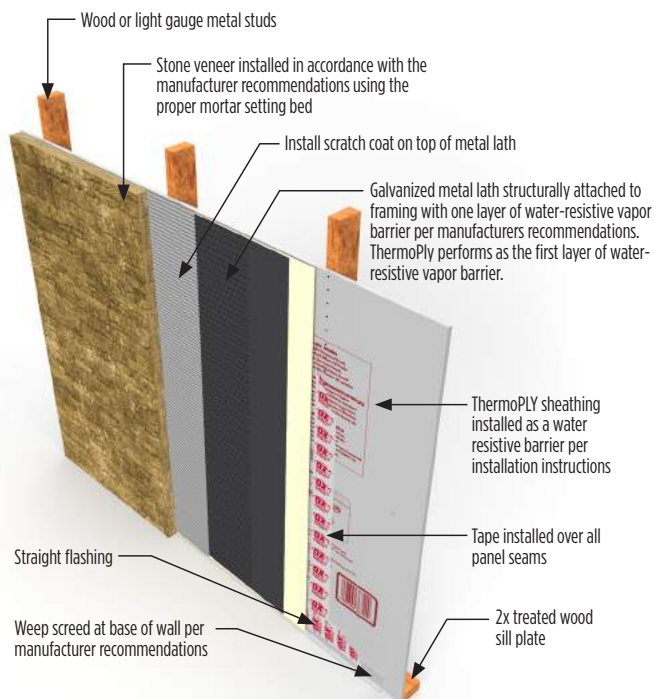
Anchored Masonry Brick Veneer



Stucco



Stone Veneer



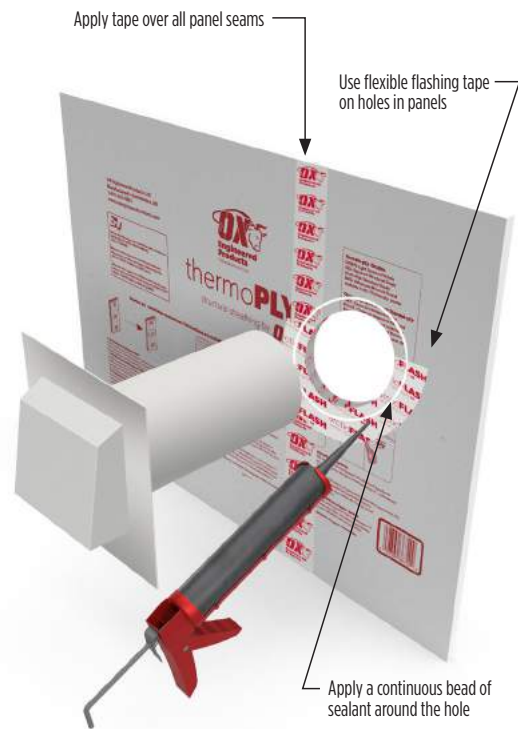
DISCLAIMERS: 1) The diagrams in this guide represent a general overview for the proper exterior cladding installation. Defer to the installation instructions of your cladding manufacturer and local code requirements to ensure best results.
2) Taping of the seams is not required if panels are overlapped by 3/4"

11 | Vents and Openings Installation

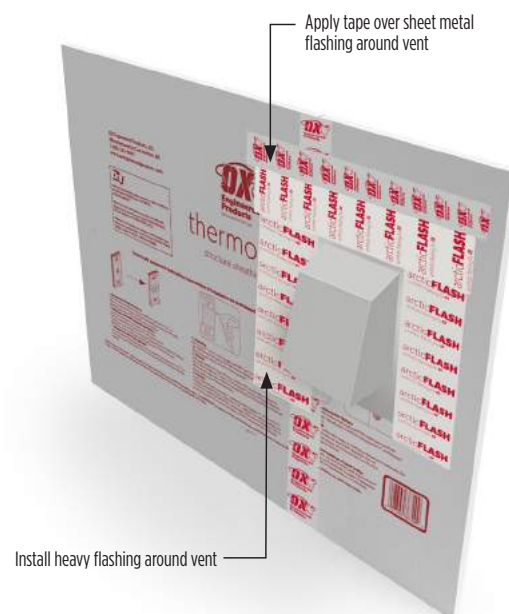
Typical Vent Installation

- Install approved OX Arctic Flash flashing tape or Titan Butyl Flashing Tape in holes in ThermoPLY panels as shown in Detail P on a clean/dry surface
- Use Arctic Flash flashing tape or Titan Butyl Flashing Tape on lower side of holes covering the foam panel interior
- Apply a continuous bead of sealant on top of flexible flashing tape
- Install heavy flashing on top and sides of vent and then tape top of heavy flashing with OX approved tape
- All vents and penetrations should be properly blocked per manufacturer recommendations

Detail P



Detail Q - Completed installation





thermo**PLY**[®]
structural sheathing by **OX**[®]

GREEN, RED, BLUE, & AMG

Damage Repair Guidelines

Damage to Panel Description	Repair Guideline
Facer Delaminations	Small Areas: Sheathing Tape (2-7/8-inch Ox Sheathing or equivalent.) Large Areas: Liquid House Wrap (StoGuard or equal)
Tears or holes in Thermo-Ply less than 1" in length or diameter (non-structural)	4" Self-Adhering Flashing Tape meeting AMMA 711-07 (Ox Arctic Flash Flashing Tape, Titan Butyl Flashing or equivalent)
Tears or holes greater than 3" up to 8 inches in diameter	Blocking can be min 2x4, above and below damage and apply Self-Adhering Flashing Tape meeting AMMA 711-07 (Arctic Flash Flashing Tape, Titan Butyl Flashing or equal)
Tears or holes greater than 8"	Block behind the tear or hole, fasten with proper fasteners, and apply flashing tape over the hole/ tear and fasteners

**These guidelines should be used with good judgement to ensure sheathing maintains intended structural, moisture, and air barrier requirements.*

***Utility or trade (deliberate penetrations) are not considered damage. Please refer to penetration treatment above.*

13 | Installing Titan Drainage Wrap

Titan Drainage Wrap® by Ox provides this guide to assist builders by demonstrating an efficient and effective method for installing Titan's housewraps in residential and light commercial buildings. The back of this document has details integrating housewrap with window flashing. Compliance with the local building code and proper installation are critical in reducing potential water intrusion. It is the responsibility of the architect or builder to ensure that these standards are met.

Titan Drainage Wrap® by Ox is available in a variety of widths and lengths to meet your needs. The following HomeGuard® products are needed for a quality installation:

Titan® Drainage Wrap

Titan® Seam Tape (is required when installing Titan® Drainage Wrap) 2.362" x 165' rolls

Arctic Flash® Synthetic Flashing 4, 6, 9" x 75' rolls

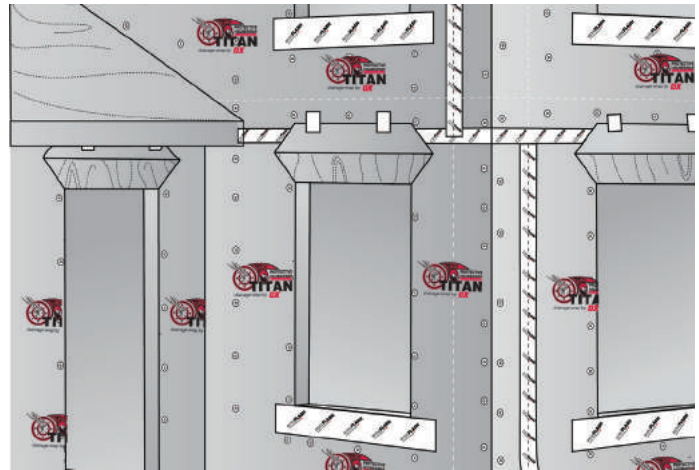
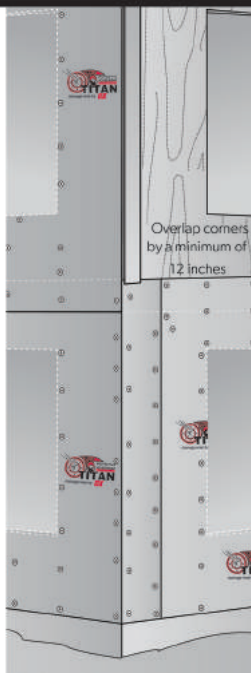
Titan Butyl Flashing® 4, 6, 9" x 75' rolls

Flexible Butyl Flashing® 6, 9, 12" x 75' rolls

1 INSTALLING HOUSEWRAP

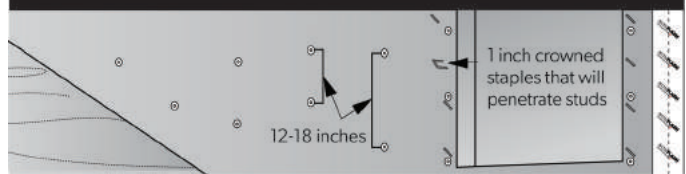
Install Titan Drainage Wrap® over an approved exterior sheathing. Starting at the bottom of one end of the wall, place the housewrap roll horizontally and roll out the first course evenly, covering rough window and door openings.

When starting at a corner, overlap by a minimum of 12". Attach the membrane so that it is tight and flat. Fasten housewrap securely to the exterior wall with appropriate fasteners. (Step 2)



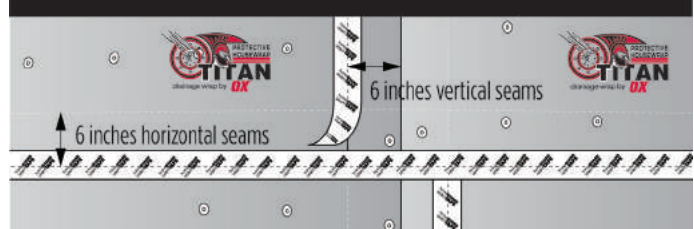
*** Asphalt flashing products including RA Plus Flashing should not be used with Titan Drainage Wrap**

2 FASTENING



HomeGuard® recommends using a minimum 1" plastic cap fasteners (or 15/16" minimum crown staples) if Thermo-Ply® or OX-IS® is being used as structural sheathing, assure that the fastener is seated into the structural stud.) To attach housewrap so that it is taut and flat, the proper spacing for these fasteners is 12" to 18" on center. Guide marks have been printed every 8" to help locate studs.

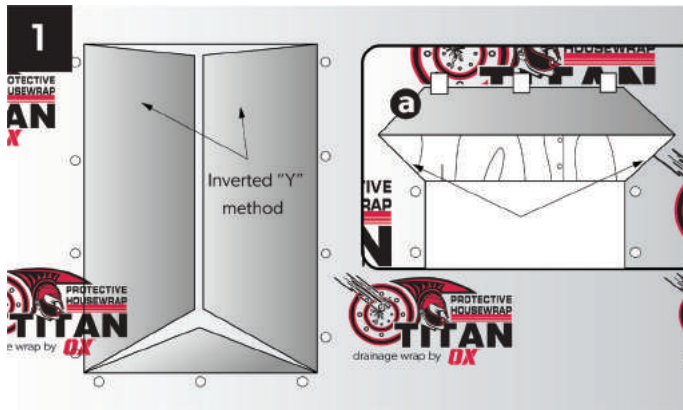
3 OVERLAP AND TAPE SEAM



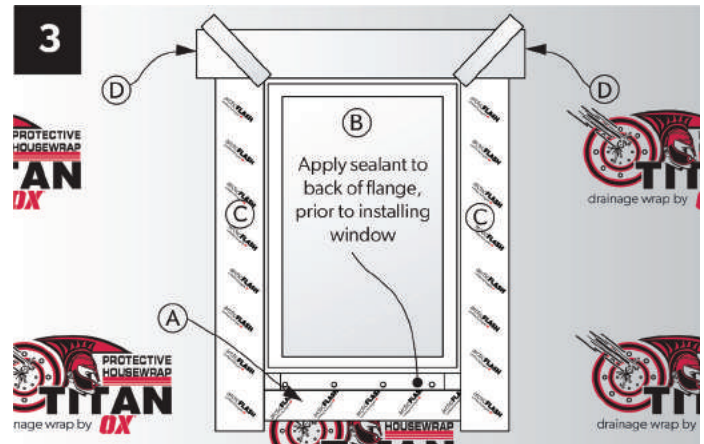
At vertical and horizontal seams, apply a minimum of 6" vertical overlap. When going around corners, make sure housewrap is pulled tightly and properly fastened. Any succeeding course should be placed horizontally over the lower course in a weather-board fashion with a minimum horizontal overlap of 6". Use Titan Seam Tape® to seal all seams.

We recommend using a 4"x3" squeegee, J-Roller or Tape Gun when applying Titan Seam Tape for best adhesion to the Titan Drainage Wrap.

14 | Installing Titan Drainage Wrap



At the rough opening, cut housewrap in an inverted "Y" fashion, and then fasten with the methods described in Step 2. To allow for head flashing integration, make a 45° cut in housewrap as shown above in detail a. Ensure that any protrusions in the wall assembly including windows, doors, vents, hose bibs and electrical boxes are flashed and integrated properly into housewrap.



To integrate windows and doors properly into housewrap, follow these steps; **A)** Install the window flashing on the sill flush with the rough opening. **B)** Apply 3/8" bead of **HomeGuard Polymer Sealant** to the back side of the window flange and secure the window in place. **C)** After the window is set, apply flashing to both jambs. **D)** Install the head flashing and re-integrate the head flap with **Titan Seam Tape**

We recommend using a 4"x3" squeegee or J-Roller when applying the Flashing Tape for best adhesion

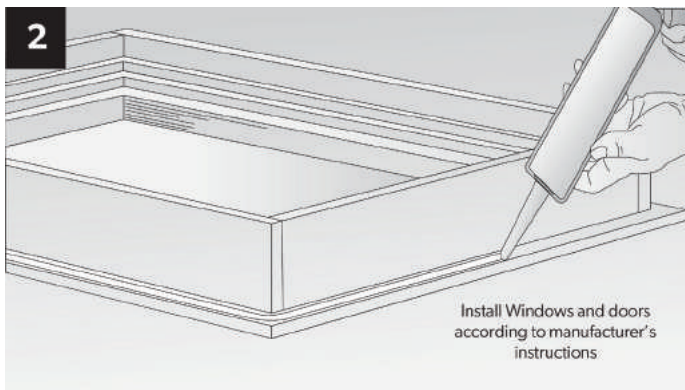
WHEN HOUSEWRAP IS INSTALLED BEFORE THE WINDOW:
Use the following guide **Method A1 (self adhesive)**

WHEN HOUSEWRAP IS INSTALLED BEFORE THE WINDOW:
Use the following guide **Method A1 (self adhesive)**

WHEN HOUSEWRAP IS INSTALLED AFTER THE WINDOW:
Use **Method A (self adhesive)**

HOUSEWRAP AND SPECIALTY WINDOWS:

Use one of the following guides that apply. Window and Door Flashing (Installing Wood Windows and Doors with integral brick mold) Arched Window Flashing



REMOVAL OR REPLACEMENT OF CLADDING:

If cladding is removed from structure for repair or replacement, assure that the new housewrap is reinstalled prior to replacing the cladding.

OX ENGINEERED PRODUCTS, LLC **Thermo-Ply® STRUCTURAL SHEATHING SYSTEM** **30-Year Limited Warranty**



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 anysheathing 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.
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. 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.

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.

16 | Thermo Ply Warranty



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 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.