



OX Engineered Products
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p. 1.800.345.8881
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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.

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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.

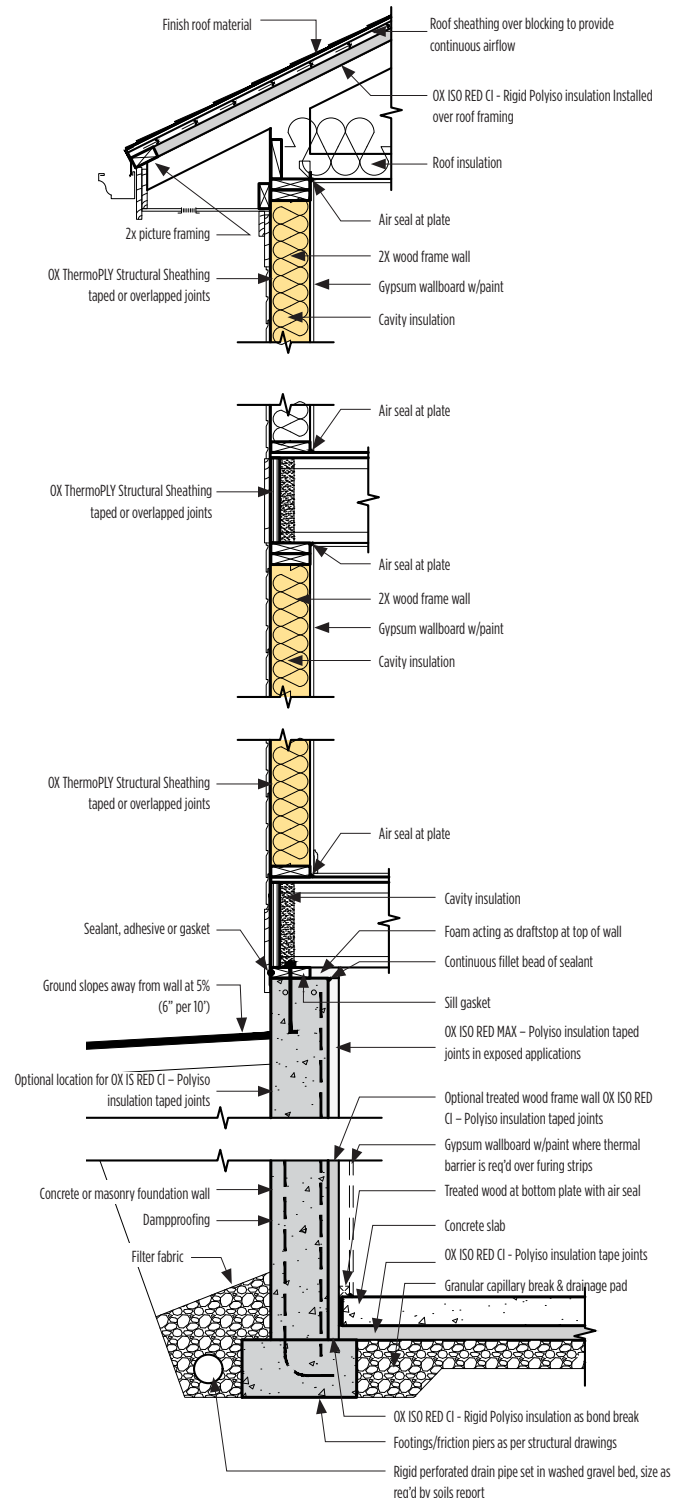
Structural Prep

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.
- Hold-down straps may be fastened over installed Thermo-ply and into studs/framing or directly into studs/framing prior to installation of Thermo-ply.

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

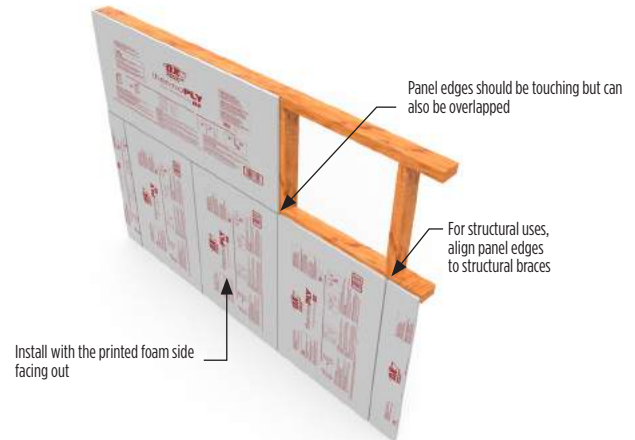


04 | Panel Orientation

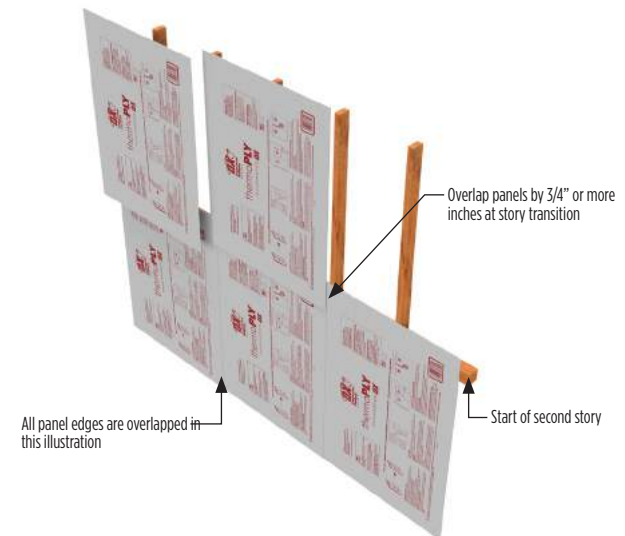
Orient Panels

- 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.

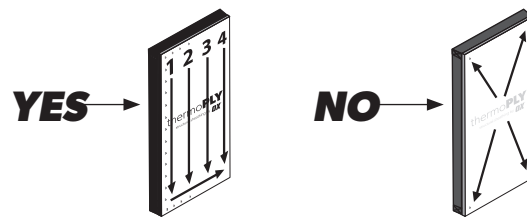
Detail B



Detail C



Detail D



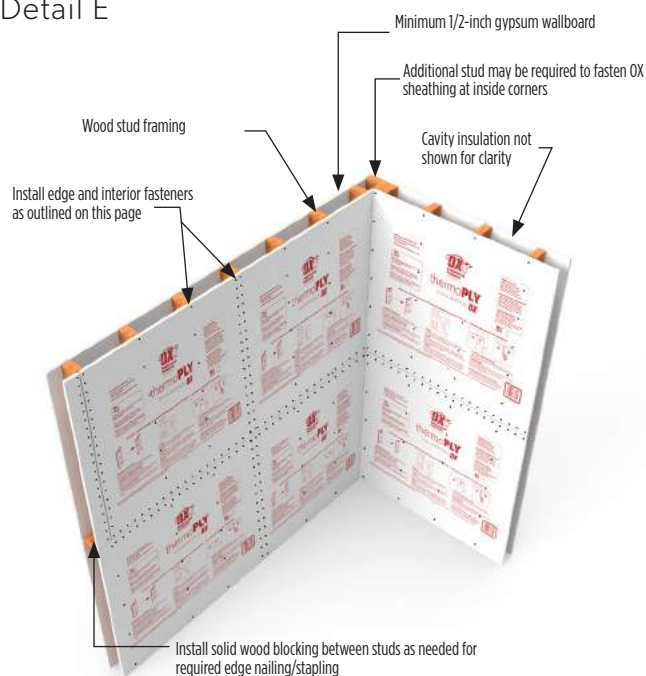
05 | Panel Fastening

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
 - 0.120 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

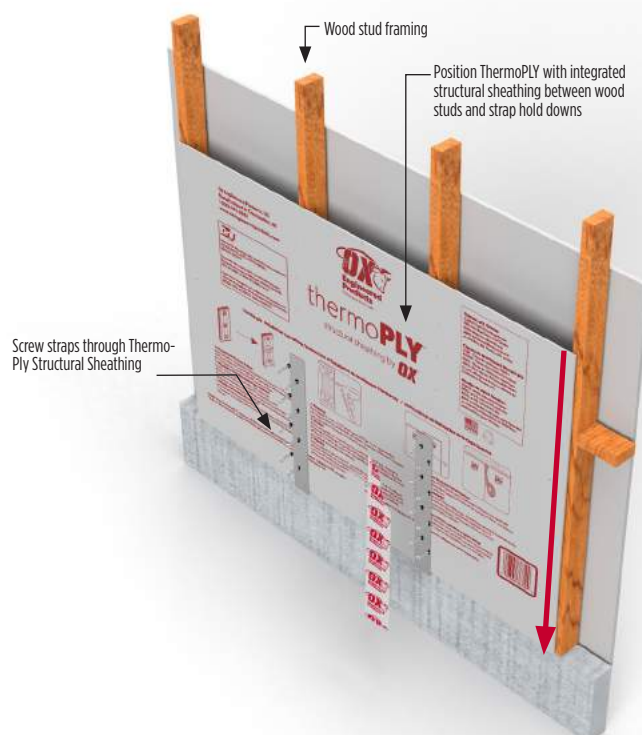


Strap Hold Downs

- 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



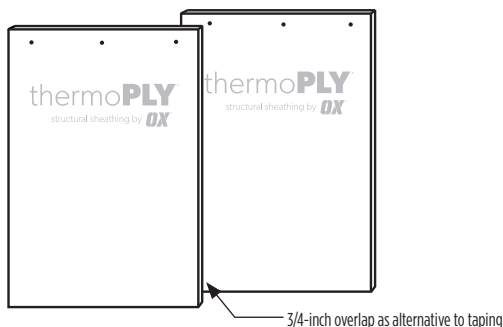
06 | Water Resistive Barrier Options

Taping

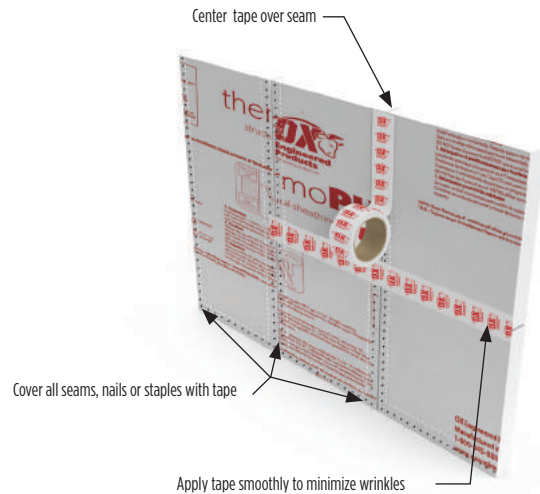
- Install tape per manufacturer's instructions on a clean/dry surface
- Center the tape over the joints/seams
- Apply pressure to the tape to ensure a secure bond. Smooth out any wrinkles to insure proper adhesion.
- When taping joints, use shingle fashion technique as shown in Detail H
- At T-joints, 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

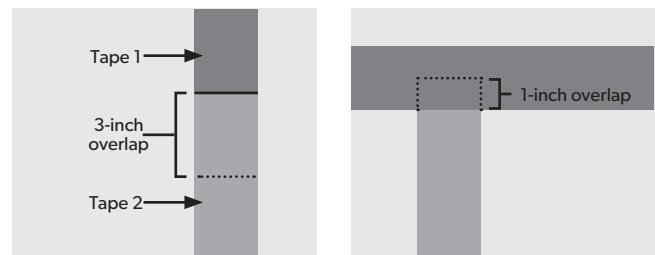
- Overlapping of panels by a minimum of 3/4-inch will provide approved water resistive protection when installed as shown below
- Fasten lapped panels with single row fasteners



Detail G

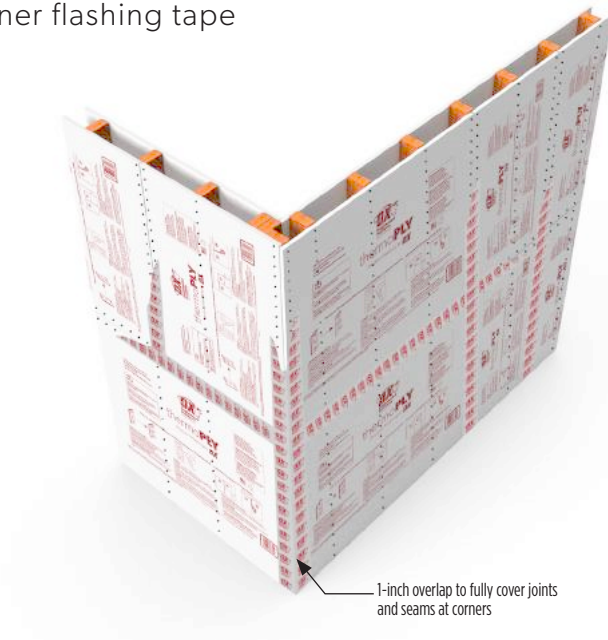


Detail H - Shingle fashion technique

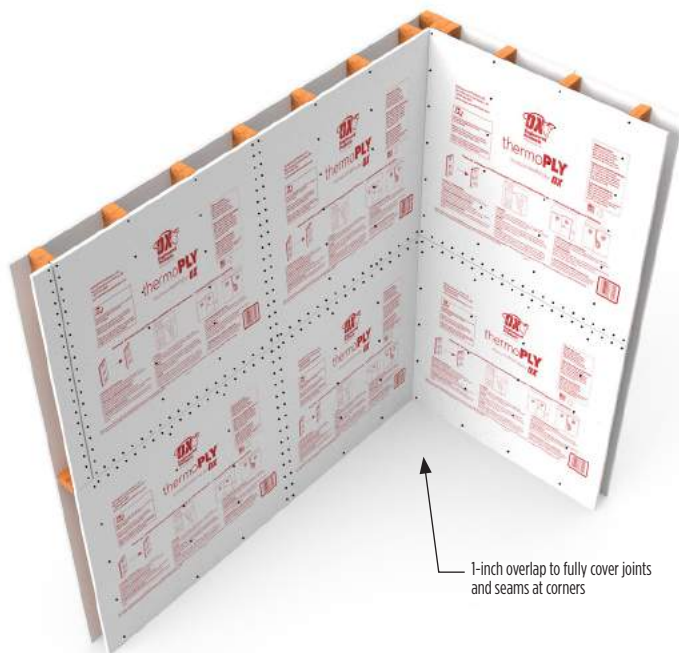


07 | Corner Taping

Detail I - Exterior corner flashing tape



Detail J - Interior corner flashing tape

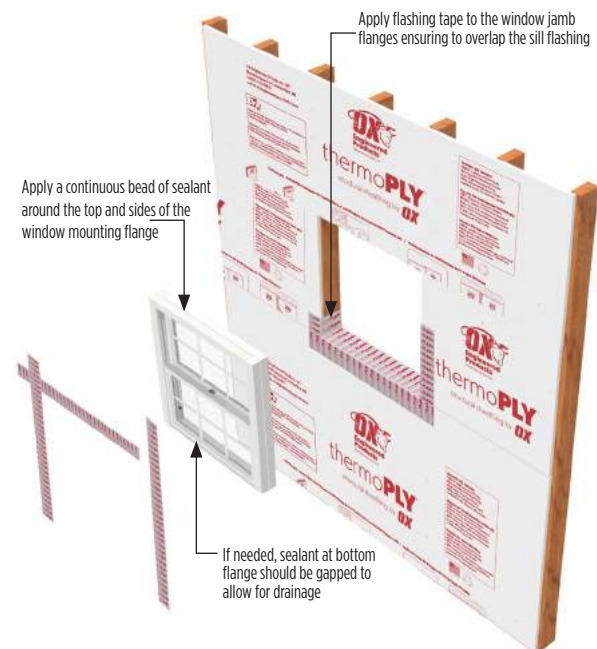


08 | Window Installation

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

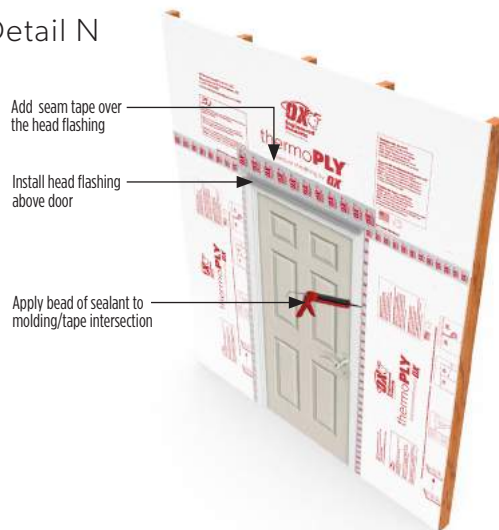


09 | Door Installation

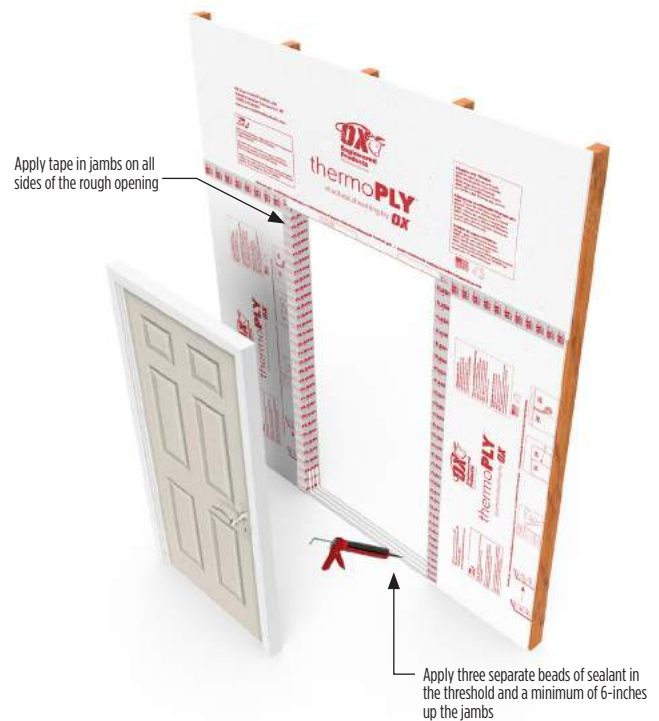
Brick Mould Door Installation

- 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 N



Detail M

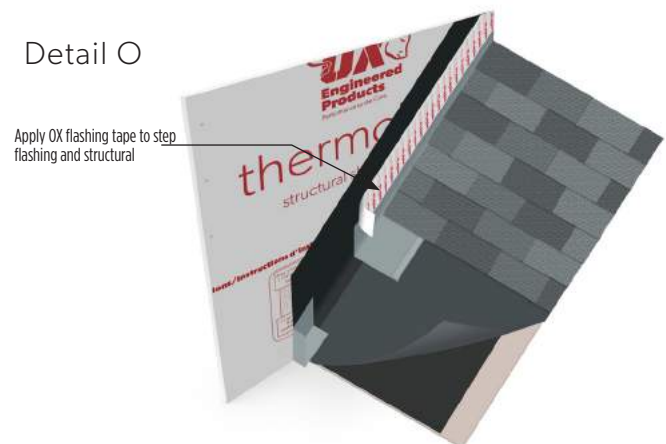


Roof Installation

Rake Roof-to-Wall Intersection

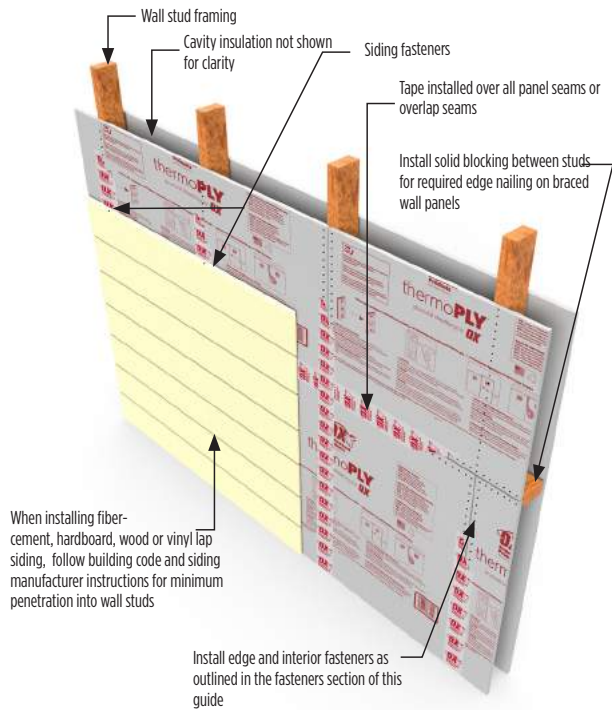
- Wrap adjacent wall with underlayment at rake roof-to-wall intersections
- Install pan flashing with a rolled hem at rake roof-to-wall intersections on top of a layer of protective underlayment. The underlayment should extend 12-inches over the intersection and 24-inches across the roof.
- Apply approved 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

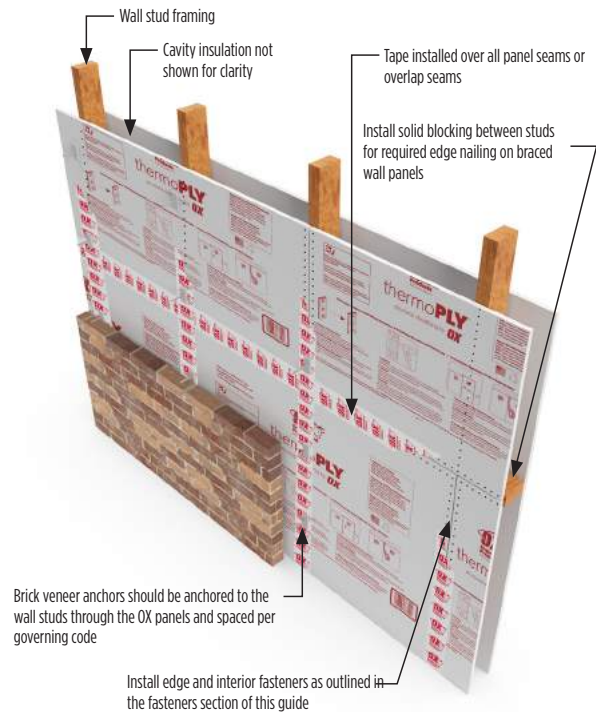


10 | Exterior Cladding Installation

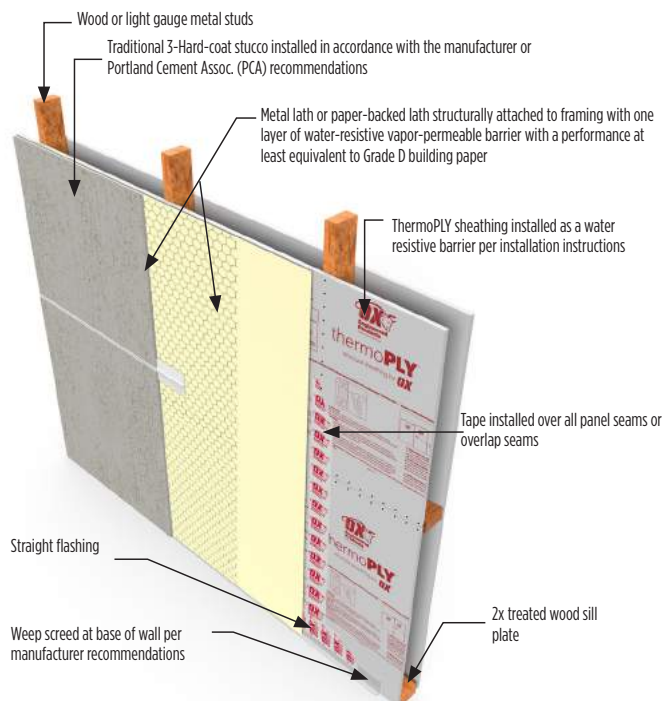
Lap Siding



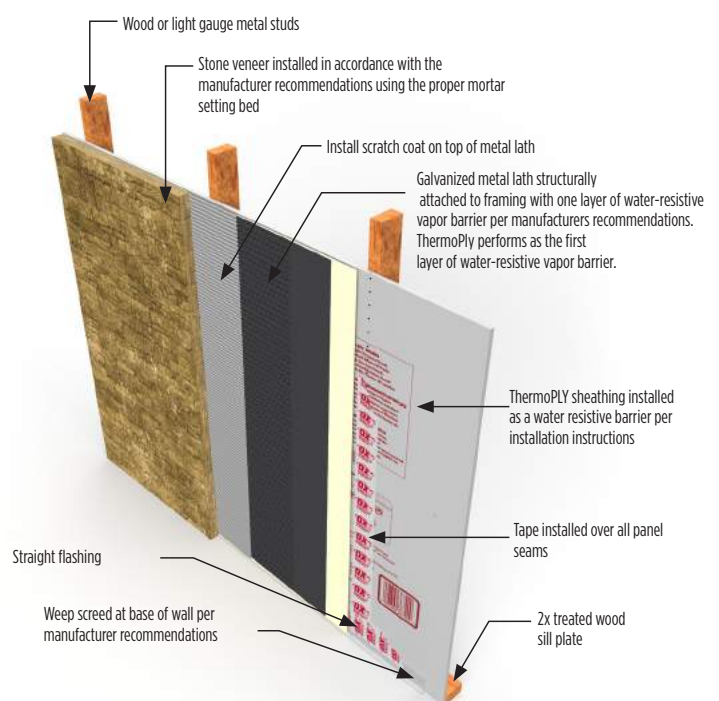
Anchored Masonry Brick Veneer



Stucco



Stone Veneer



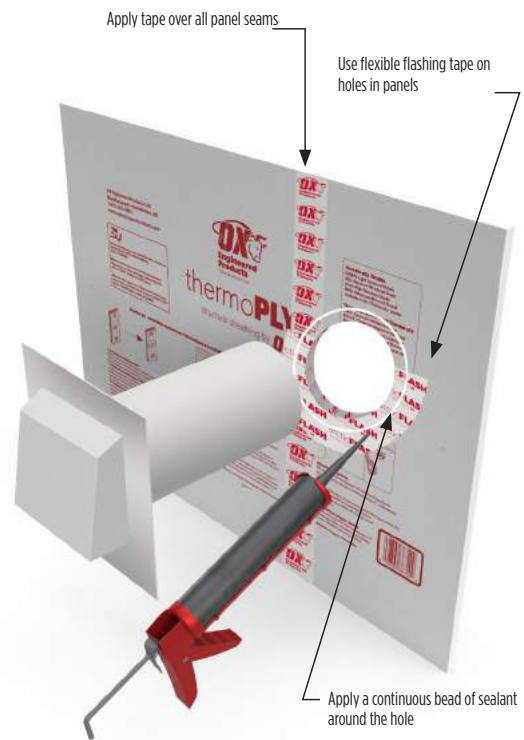
DISCLAIMERS: 1) The diagrams in this guide represent a general overview for the proper exterior cladding installation. Defer to the installation instructions of your cladding manufacturer and local code requirements to ensure best results.

11 | Vents and Openings Installation

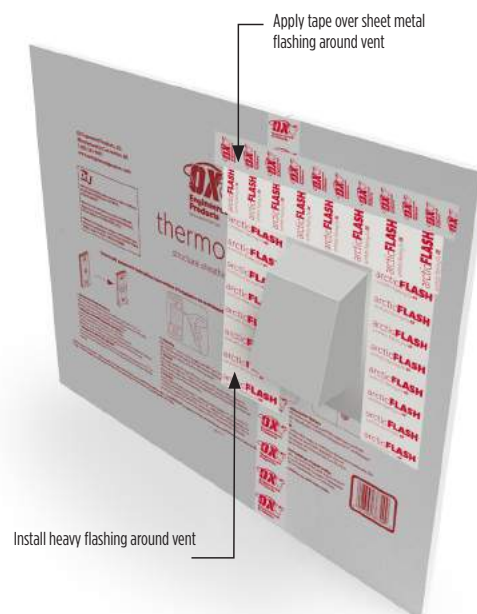
Typical Vent Installation

- 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 AMAA 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.*

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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

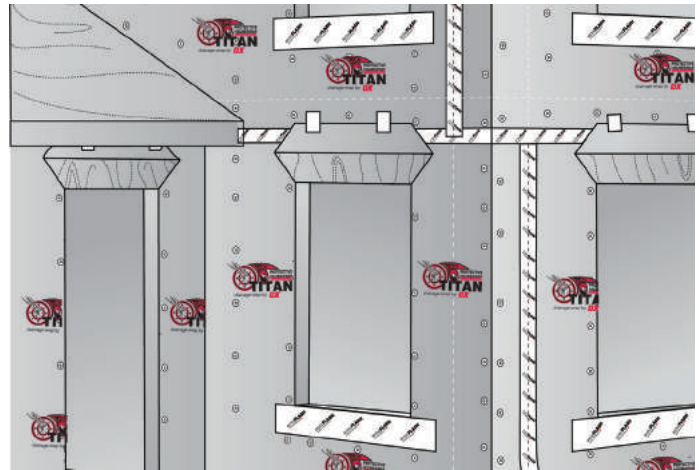
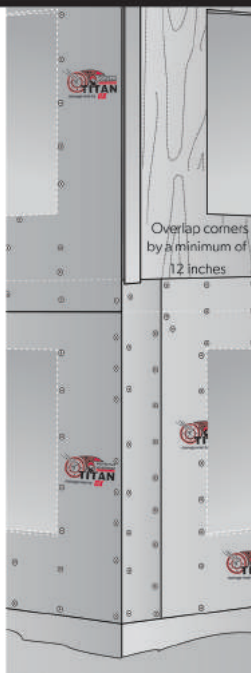
Titan Butyl Flashing® 4, 6, 9" x 75' rolls

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

1 INSTALLING HOUSEWRAP

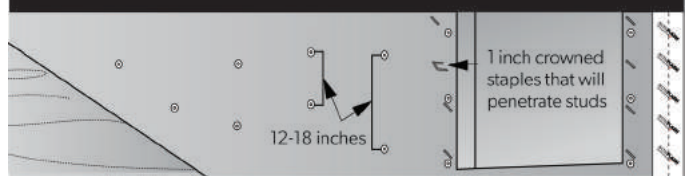
Install Titan Drainage Wrap® over an approved exterior sheathing. Starting at the bottom of one end of the wall, place the housewrap roll horizontally and roll out the first course evenly, covering rough window and door openings.

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)



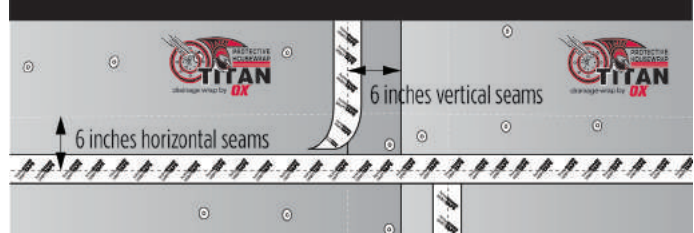
*** Asphalt flashing products including RA Plus Flashing should not be used with Titan Drainage Wrap**

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.

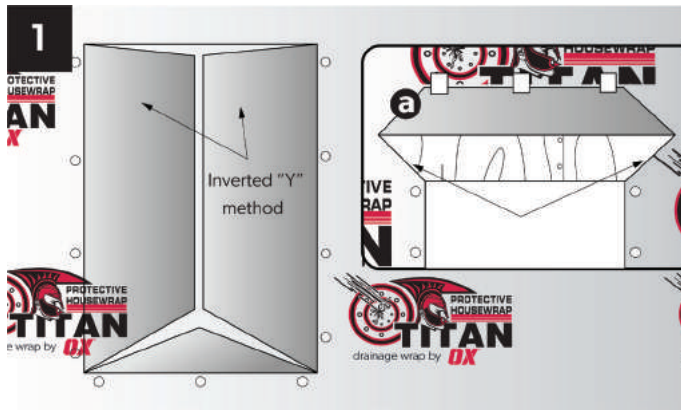
3 OVERLAP AND TAPE SEAM



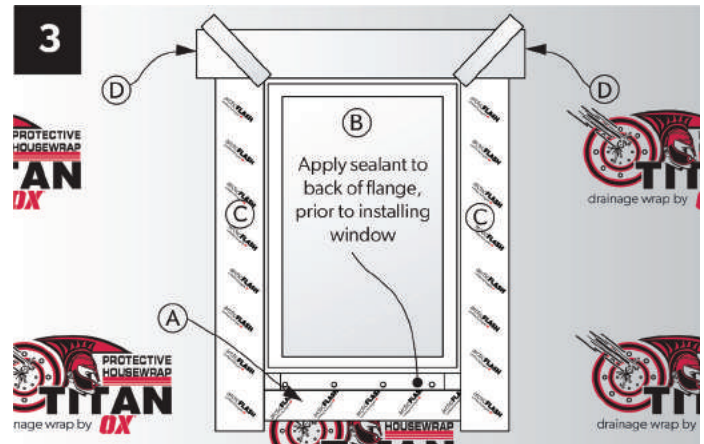
At vertical and horizontal seams, apply a minimum of 6" vertical overlap. When going around corners, make sure housewrap is pulled tightly and properly fastened. Any succeeding course should be placed horizontally over the lower course in a weather-board fashion with a minimum horizontal overlap of 6".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

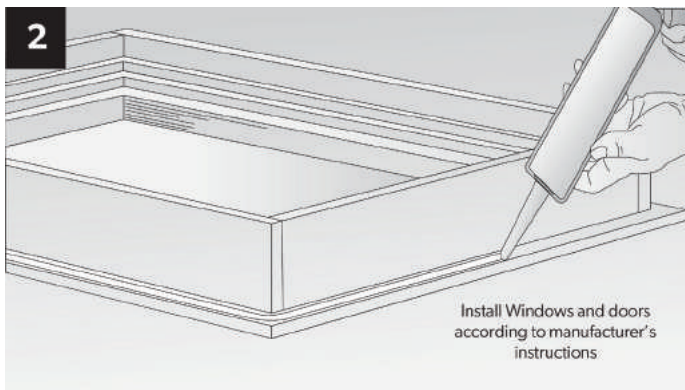
WHEN HOUSEWRAP IS INSTALLED BEFORE THE WINDOW:
Use the following guide **Method A1 (self adhesive)**

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.

15 | Thermo Ply Warranty

OX ENGINEERED PRODUCTS, LLC **Thermo-Ply® STRUCTURAL SHEATHING & "T-PLY SYSTEM"** **Limited Warranty**

thermo**PLY**
structural sheathing by **OX**

This Limited Warranty (the "Limited Warranty") contains the sole warranties Ox Engineered Products, LLC, ("OX"), provides with respect to the Thermo-Ply® Structural Sheathing product, (the "T-Ply Sheathing Product")¹ and, if applicable, a T-Ply System (defined below). The Limited Warranty applies only to T-Ply Sheathing Product manufactured by OX on or after January 1, 2023.

Who Is Covered: This Limited Warranty is made to the original purchaser of the T-Ply Sheathing Product or, if applicable, T-Ply System, as well as the original owner of the structure onto which T-Ply Sheathing Product or the T-Ply System is installed (the "Structure") (collectively referred to as "Original Purchaser"), and cannot be transferred, sold, or assigned to any other person, including any subsequent owner or claimant.

I. WHAT OX WARRANTS & LENGTH OF COVERAGE

Subject to the terms, limitations, and requirements set forth in this document, OX warrants:

- a. **FOR ALL T-PLY SHEATHING PRODUCTS:** for 15 years from the date of purchase, T-Ply Sheathing Product will be free from manufacturing defects (the "Manufacturing Warranty").
- b. **FOR A T-PLY SYSTEM:** If the Structure is sheathed using **exclusively** T-Ply Sheathing Product and OX-manufactured seam and flashing tapes (OX Seam Tape, Titan Butyl Flashing Tape, or Arctic Flash Synthetic Flashing Tape), creating a T-Ply System,² OX warrants that the T-Ply System will, for a period of 30 years from the earliest date of purchase of a component product used in the T-Ply System is 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 Warranty").

Other than as expressly set forth in this document, T-Ply Sheathing Product and T-Ply System components are sold "as is."

EXCEPT AS PROVIDED HEREIN, OX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

II. WHAT OX WILL DO – SOLE & EXCLUSIVE REMEDY

The remedy for the limited warranties set forth above is that: if the T-Ply Sheathing Product and/or T-Ply System have not been installed, OX will replace the affected product. If the T-Ply Sheathing Product and/or T-Ply System have been installed, OX will pay to Original Purchaser the reasonable cost of labor and materials to repair and replace the actual area of wall damage caused by the non-conforming T-Ply Sheathing Product or, if applicable, the T-Ply System. No other costs will be reimbursed, including but not limited to alleged damage to interior spaces or items (including but not limited to any furniture or personal property). **Notwithstanding the foregoing, in no event will OX's maximum liability exceed the lesser of (i) \$10 per square foot of damaged exterior wall area; or (ii) \$250,000.**

This is the Original Purchaser's sole and exclusive remedy for any non-conformance of or alleged defect in T-Ply Sheathing Product and/or T-Ply System, and for any damage caused by T-Ply Sheathing Product and/or T-Ply System.

III. LIMITATION OF LIABILITY

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION III SURVIVES BETWEEN OX AND ORIGINAL PURCHASER EVEN IF THE SOLE AND EXCLUSIVE REMEDY SET FORTH HEREIN IS DEEMED TO FALL OF ITS ESSENTIAL PURPOSE. IN ADDITION TO THE DAMAGES CAP SET FORTH IN THE PRECEDING SECTION, IN NO EVENT WILL OX BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF USE, OR PROPERTY DAMAGE, EVEN IF INFORMED OF SUCH DAMAGES; OR (ii) ANY THIRD PARTY CLAIMS RELATED TO T-PLY SHEATHING PRODUCT OR T-PLY SYSTEM. THIS LIMITATION APPLIES REGARDLESS OF WHETHER ANY CLAIM OR CAUSE OF ACTION IS BASED IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

IV. WHAT IS NOT COVERED: EXCLUSIONS

The Limited Warranty does not cover or provide a remedy for (and occurrence of any of the following will void all warranty coverage):

- a. failure to strictly follow OX's published installation instructions at the time of purchase, and/or failure to install in accordance with building codes and customary building standards. 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;
- b. failure to use T-Ply Sheathing Product and/or the T-Ply System components 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;
- c. failure to maintain the envelope of the Structure in which T-Ply Sheathing Product and/or T-Ply System is installed to prevent infiltration of water;
- d. T-Ply Sheathing Product and/or T-Ply System components exposed to the elements prior to installation for any length of time without protective packaging or not completely covered with a waterproof tarpaulin;

1. Thermo-Ply® Structural Sheathing product includes Thermo-Ply® Structural Sheathing (Grades Green, Red, or Blue) and Thermo-Ply® AMG (Grades Green, Red, or Blue).

2. The "T-Ply System" includes the following components: exclusively T-Ply Sheathing Product which is installed with OX Seam Tape, Titan Butyl Flashing Tape, or Arctic Flash Synthetic Flashing Tape.

16 | Thermo Ply Warranty



- e. T-Ply Sheathing Product and/or T-Ply System components left on the ground rather than being raised off the ground on pallets or similar structures to prevent saturation from water from any source prior to installation;
- f. failure to protect T-Ply Sheathing Product and/or T-Ply System components from excessive moisture;
- g. T-Ply Sheathing Product and/or T-Ply System components left unprotected from UV exposure (without regard to cloud cover) for more than 90 days;
- h. T-Ply Sheathing Product punctured by nail holes not backed by framing or blocking;
- i. T-Ply Sheathing Product and/or T-Ply System components used as siding or cladding, whether for exterior or interior applications. T-Ply Sheathing Product should always be covered by appropriate siding or cladding within recommended installed exposure duration limits;
- j. T-Ply Sheathing Product and/or T-Ply System components installed in direct contact with the ground or used in any application which allows for the accumulation of condensation or other free water; and/or
- k. T-Ply Sheathing Product and/or T-Ply System components exposed to a repetitive wetting condition at any time, other than normal exposure to weather during ordinary construction delays.

OX shall also not be liable for any damage caused by:

- a. Use of T-Ply Sheathing Product and/or T-Ply System components for any purpose other than its intended use (side-wall applications), including but not limited to use in roof applications or as floor protection;
- b. Misuse, abuse, misapplication, improper storage, transportation, maintenance and handling in violation of OX recommendations or requirements;
- c. Structural failure or distortion caused by failure or distortion in the walls or foundation of the Structure onto which T-Ply Sheathing Product and/or T-Ply System components are installed, including but not limited to settling of the building or movement of framing components;
- d. The removal, re-use, or alteration of T-Ply Sheathing Products and/or T-Ply System components, or post-installation alterations to the Structure onto which T-Ply Sheathing Product and/or T-Ply System components are installed;
- e. Physical forces beyond OX's control, including natural disasters, weather events, Acts of God, war, terrorism, civil unrest, or other similar causes;
- f. Termites or any other product-destroying organism;
- g. The negligence, gross negligence, or willful misconduct of Original Purchaser or any third party;
- h. Defective design and/or installation; and/or
- i. Inadequate design, detailing, or construction of the Structure onto which T-Ply Sheathing Product and/or T-Ply System components are installed.

V. HOW TO MAKE A CLAIM

Compliance with the requirements set forth below is a condition precedent of OX's obligations under this Limited Warranty. The failure to comply with one or more of the requirements below shall void any rights Original Purchaser may have against OX.

An Original Purchaser seeking coverage under this Limited Warranty must notify OX in writing via email to warrantyclaims@oxep.com within thirty (30) days of discovery of the issue with the T-Ply Sheathing Product or, if applicable, T-Ply System. The notification must include (i) the identification of the T-Ply Sheathing Product(s) and/or T-Ply System component(s) at issue; (ii) a description of the alleged condition; (iii) photographs of the alleged condition; and (iv) documentation of proof of purchase of the component(s) at issue, including the date of such purchase. Following notification, OX must be provided a reasonable opportunity to inspect the warranted product(s) prior to any alteration, change, or repair, and reasonable time to evaluate the product(s).

VI. MISCELLANEOUS PROVISIONS

- a. **OX Contact & Location.** OX can be contacted by mail at its offices currently located at 22260 Haggerty Road, Suite 365, Northville, Michigan 48167, and for warranty claims at the email address warrantyclaims@oxep.com.
- b. **Choice of Law & Jurisdiction.** All matters covered by this Limited 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 T-Ply Sheathing Product and/or T-Ply System, if applicable, shall reside solely in the state and federal courts serving the county in which OX's headquarters are then located. Accordingly, 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.
- c. **Waiver of Right to Jury Trial.** Original Purchaser hereby waives any right to trial by jury.
- d. **Entire Agreement.** This Limited Warranty contains the complete and exclusive agreement between the Original Purchaser and OX, and supersedes any and all prior agreements or representations, oral or written, made by or between them and may be altered only in a writing signed by both parties.
- e. **Enforceability & Severability.** All of the clauses of this Limited Warranty are distinct and severable, and if any clause shall be deemed illegal, void, or otherwise unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Warranty. References to "or" shall be interpreted and deemed to be disjunctive but not exclusive (i.e., "or" shall be interpreted to mean "and/or" rather than "either/or").