

# OX ENGINEERED PRODUCTS, LLC

## Thermo-Ply® STRUCTURAL SHEATHING & "T-PLY SYSTEM" Limited Warranty

thermoPLY®  
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")<sup>1</sup> 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,<sup>2</sup> 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](http://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](http://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.

- 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](mailto: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](mailto: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").