



BlueLinX Engineered Products

BlueLinX Corporation LIMITED WARRANTY For Branded Products

1. LIMITED WARRANTY: BlueLinX Corporation ("BlueLinX") warrants (for installation only within the U.S.) to each Qualified Owner (as hereinafter defined) that when sold by BlueLinX, (a) the onCENTER branded I-Joist, Advanced Framing Lumber ("AFL") or Laminated Veneer Lumber ("LVL") products (hereinafter the "Product" or together the "Products") and (b) when properly stored, installed as floor or roof joists in a structure or approved wall applications, and maintained according to BlueLinX's published installation instructions (available at www.buildoncenter.com), the Product will (i) meet or exceed industry standards, and (ii) be free from defects in materials and workmanship for the expected life of the structure in which they are installed. A Qualified Owner is the purchaser of a newly built structure ("Structure") in which the Product is originally installed or, in the case of the remodeling of an existing structure (also a "Structure") the owner of the Structure at the time the Product is installed. BlueLinX, in its sole discretion and at its sole option, shall either repair the defective Product, replace the defective Product or, reimburse the Qualified Owner for the reasonable cost of repair or replacement of the defective Product (the "Maximum Remedy") to include the cost of labor which will be based upon labor estimates established by an independent, nationally-recognized construction cost estimator or current construction cost estimating publication. BlueLinX's replacement of the defective Product or granting of a refund pursuant to this Section 1 of this Limited Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to the Qualified Owner.

2. TERMS, CONDITIONS AND LIMITATIONS OF THIS LIMITED WARRANTY:

(a) Terms and Conditions: BlueLinX's liability under this Limited Warranty shall be subject to all of the following terms and conditions:

- i. The claimant must provide proof that he/she is a Qualified Owner.
- ii. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. Failure to store the Product in accordance with the manufacturer's instructions voids the Limited Warranty.
- iii. The Product must be installed according to the manufacturer's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per the manufacturer's published instructions may affect Product performance and voids the Limited Warranty. Failure to install Product in accordance with all applicable building codes voids the Limited Warranty.
- iv. The Qualified Owner must provide written notice to BlueLinX within 30 days after discovery of any claimed defect or failure covered by this Limited Warranty and allow BlueLinX an additional thirty (30) days thereafter to inspect the Product before any alteration or repair is made. The notice must describe the location and details of the defect and such information as is necessary for BlueLinX to investigate the claim. Photos of the product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate.

The notice must be sent to the following address:

BlueLinX Corporation
1950 Spectrum Circle
Marietta, GA 30067
Attn: Structural Framing Claims

- v. Upon discovery of a possible defect or failure, the Qualified Owner must immediately, and at the Qualified Owner's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any alteration or repair to the Product, the Qualified Owner must allow BlueLinX or its agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

(b) Exclusions: This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (i) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (a) of this Limited Warranty) and/or improper installation of other accessories; (ii) neglect; (iii) abuse; (iv) misuse; (v) repair or alteration; (vi) settlement or structural movement and/or movement of materials to which the Product is attached; (vii) damage from incorrect design of the structure; (viii) exceeding the maximum designed wind loads; (ix) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other

natural phenomena, (including, but not limited to, unusual climate conditions); (x) failure to meet building code requirements for the roof or floor leading to excessive deflection, structural failure, and/or excessive moisture exposure due to the lack of proper protection of the Product or inadequate insulation ventilation and/or vapor retarders; (xi) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (xii) lack of proper maintenance; (xiii) any cause other than manufacturing defects.

(c) Limitations:

(i) The laws of the state of Georgia shall govern the rights and duties of the parties under this Limited Warranty. **This Limited Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty applies only to Products installed in the United States.**

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BLUELINX FOR THE PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY BLUELINX, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT OR SERVICE, OR ANY TRADE USAGE (EXCEPT FOR THOSE IMPLIED WARRANTIES APPLICABLE UNDER LAW, WHICH, WHERE PERMITTED BY APPLICABLE LAW, ARE HEREBY DEEMED LIMITED TO THE DURATION OF THE GIVEN WARRANTY PERIOD STATED HEREIN) WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR THE QUALIFIED OWNER'S USE OR PURPOSE. NO DISTRIBUTOR, DEALER, RESELLER, SALESPERSON, OR ANY REPRESENTATIVE OF BLUELINX HAS THE AUTHORITY TO MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THIS LIMITED WARRANTY, WHETHER ORALLY OR IN WRITING. **Some states do not allow limitations on how long an implied warranty lasts so the above limitations may not apply to the Qualified Owner.**

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BLUELINX BE LIABLE TO THE QUALIFIED OWNER FOR ANY LOST OR PROSPECTIVE PROFITS, LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURE TO REMEDY DEFECTS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF BLUELINX EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT (OR THE APPLICABLE MULTIPLE OF THE PURCHASE PRICE DESCRIBED IN SECTION 1 ABOVE. FOR THE SAKE OF CLARITY, THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE AND LOSS OR DAMAGE TO PROPERTY, AND THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN SECTION 2-715 OF THE GEORGIA UCC.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- (ii) BlueLinX shall have no responsibility hereunder for defective Product subjected to further processing, modifications, or alteration after shipment.
- (iii) Any refund or material replacement by BlueLinX pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any Qualified Owner hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequent to the Qualified Owner's acceptance of such refund or replacement.
- (iv) BlueLinX reserves the right to discontinue any of its Products without notice and shall not have any liability as a result of such discontinuation. Should the product covered by this Limited Warranty be discontinued, BlueLinX shall have the right to substitute a product of substantially equal quality at its sole discretion. It is understood that normal exposure to the elements may preclude a perfect color or finish match with replacement materials.