

## LIMITED LIFETIME WARRANTY

BlueLinx Corporation ("BlueLinx") warrants that ProLine™ Underlayment Plywood, when installed and handled according to BlueLinx installation instructions:

- Will hold most decorative flooring materials including sheet vinyl, vinyl tile, ceramic tile, carpet, laminates and wood floors ("Floor Covering") firmly when the Floor Covering is installed in accordance with the Floor Covering and adhesive manufacturer's instructions.
- Will not delaminate, buckle or warp.
- Will not have core voids or core laps that render this plywood un-useable as underlayment.
- Will not be the sole cause of any discolor or staining to the Floor Covering.

BlueLinx offers no warranty against seam telegraphing. The seam is a condition of the installation (and even at times the environment) but not the plywood underlayment.

If any Proline Underlayment Plywood panels should fail to meet the above conditions within the lifetime of the original floor, BlueLinx, at its option will:

Replace the panels found to be defective, or  
Refund the full purchase price of the panels found to be defective, or  
Reimburse the reasonable cost (including reasonable installation cost, if any) of the decorative flooring and the installation directly damaged by the defective ProLine Underlayment Plywood panels.

The liability of BlueLinx within the United States or BlueLinx Building Products Canada Ltd. within Canada for any claim is limited to the wholesale replacement cost of the installation of the ProLine Underlayment Plywood panels, adhesives, decorative flooring and labor affected by the failure of the panels. It is understood and accepted by all parties that the replacement or refund due under any warranty claim will be provided at the original purchaser's cost. Except for commercial installations as provided below, it is understood and accepted by all parties that for the purpose of this warranty, the length of the Limited Lifetime Warranty shall be considered to be the life of the original floor. This warranty only applies to the original floor installed over the underlayment. If a second floor is installed over the underlayment, or the underlayment is reused this warranty is immediately voided.

You must notify BlueLinx within thirty (30) days after discovery of product found to be defective under this warranty describing in detail the believed defect at the following address:

**For BlueLinx:  
Attn: Claims Department  
4300 Wildwood Parkway  
Atlanta, Georgia 30339-8401**

The claim must provide the ProLine Underlayment invoice indicating the date and location of purchase, as well as documentation providing the date and location of the installation, the nature of the problem and the name, address and telephone number of the person making the warranty claim.

An authorized representative from BlueLinx must be given the opportunity for thirty (30) days after such notice to inspect the floor prior to any alterations, change or repair. In any case where BlueLinx is not notified before any alteration, change or repair is made to the floor, BlueLinx is released from any liability on the claim.

If the subject floor is also covered by products of any other flooring products manufacturer, this limited warranty applies only to ProLine Underlayment Plywood which is covered solely by BlueLinx.

This warranty does not cover damage due to improper installation of floor covering material. In addition; tears or ruptures to the floor surface, standing water, fire, floods, natural disasters, or fault in the plumbing that affects the performance of the floor system are not covered. This warranty is non-transferable and covers only original use in residential applications. This warranty does not cover against tile pop. **ALL WARRANTIES ARE GOOD FOR ONE YEAR IN COMMERCIAL APPLICATION.**

BlueLinx reserves the right to discontinue items in its product line or offering. Should the product covered by this limited warranty be discontinued, BlueLinx shall have the right to substitute a product of equal quality at its sole discretion.

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 or in the case of Canadian claims from province to province.** This limited warranty applies only to ProLine Underlayment Plywood installed in the United States or in Canada.

**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BLUELINX FOR THE PROLINE UNDERLAYMENT, AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY BLUELINX OR ANY OTHER PARTY, INCLUDING, WITHOUT**

LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT, 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 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 Owner. Some provinces do not allow certain limitations on warranties provided under law, including a limitation on how long an implied warranty lasts, so the above limitations may not apply to you.**

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BLUELINX BE LIABLE TO OWNER FOR ANY LOST OR PROSPECTIVE PROFITS, LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, 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 PAID FOR THE PROLINE UNDERLAYMENT. 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. Also, some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

#### **Dispute Resolution — Mandatory Arbitration Provision**

**THIS DISPUTE RESOLUTION PROVISION ONLY APPLIES TO CONSUMERS RESIDING IN THE UNITED STATES WHO PURCHASE PROLINE**

## UNDERLAYMENT PLYWOOD.

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION OF INDIVIDUAL CASES BEFORE A NEUTRAL ARBITRATOR INSTEAD OF A IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

**Binding Arbitration of all Claims.** The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 USC §§1-16. All disputes arising out of or related to this limited warranty (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory)(a "Claim") shall be resolved by final and binding arbitration of individual claims only in accordance with this arbitration provision.

**Only Individual Claims Permitted.** NO DISPUTE BROUGHT BY ANY OF OWNER, OR BLUELINX MAY BE JOINED WITH ANOTHER LAWSUIT OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR BE PURSUED OR RESOLVED ON A CLASS-WIDE BASIS.

**Broadest Interpretation.** Any question about whether a Claim is subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest manner permitted by law to allow its enforcement. All such questions will be decided by the arbitrator.

**How the Arbitration Works.** How does a party initiate arbitration? The party must file a Claim with the National Arbitration Forum ("NAF"), an arbitration administrator. The administrator is independent from BlueLinx. Owner may obtain copies of the rules, forms and instructions for initiating and conducting arbitration by contacting NAF at:

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, Minnesota 55405  
Web site: [www.adrforum.com](http://www.adrforum.com)  
800-474-2371

What procedure and law are applicable in arbitration? A single neutral arbitrator, chosen in accordance with NAF's rules, will resolve the Claim. The arbitration will follow the rules and procedures of the NAF for consumer arbitrations in effect on the date the arbitration is filed unless they are inconsistent with this limited warranty. In the case of such inconsistency, this limited warranty will control. The arbitrator will (a) apply applicable substantive laws of the state of Georgia, (b) to the extent consistent with the FAA and this limited warranty, including applicable statutes of limitations, honor all claims of privilege recognized by law, (c) have the sole power

to determine if a dispute or claim is within the scope of this arbitration provision, and (d) will have the power to award to a party only such compensatory damages and other relief, if any, as are supported by substantial evidence and provided under applicable substantive law. The arbitrator shall have no authority and shall not award any punitive or exemplary damages.

Any in-person arbitration hearing will be held at a place chosen by the NAF in the state of Georgia, or at some other place to which Owner, and BlueLinx agree in writing. The Owner, and BlueLinx may each choose to be represented by counsel or may elect to represent itself. The arbitrator will make any award in writing and, if requested by the Owner or BlueLinx will provide a brief statement of the reasons for the award. The award will determine the rights and obligations between the parties only, and only in respect to the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee. If there is a hearing, BlueLinx pay any fees of the arbitrator and NAF for the first day of that hearing. All other fees and costs of the arbitration will be allocated as provided by the rules of the NAF and applicable law or as determined by the neutral arbitrator. Each party will bear the expense of its experts, attorneys, witnesses and other expenses (except as set forth above), but a party may recover any or all such expenses if the arbitrator applying applicable law so determines.

When is the arbitration award final? The arbitrator's award is final and binding 30 days after it is mailed or otherwise sent to the parties by the NAF. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law. The award of the arbitrator may be enforced in any court having jurisdiction.

Compelling Arbitration. At any time, the Owner, or BlueLinx may ask a court of competent jurisdiction to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

Severability. If any provision of this arbitration provision is found to be unenforceable, such provision shall be considered severed from the remaining clauses of this arbitration provision, and such remaining provisions shall be and remain in full force and effect.

Waiver. OWNER ACKNOWLEDGES AND AGREES THAT BY ACCEPTING AND USING THE PROLINE UNDERLAYMENT COVERED BY THIS LIMITED WARRANTY, OWNER, AND BLUELINX:

- (a) WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTES THAT MAY ARISE BETWEEN THE PARTIES;
- (b) WAIVE ANY RIGHTS TO APPEAL OR CHALLENGE IN COURT ANY DETERMINATION OF THE ARBITRATOR, EXCEPT AS PROVIDED UNDER THE FEDERAL ARBITRATION ACT;
- (c) WAIVE ANY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST EITHER PARTY AND/OR RELATED THIRD PARTIES. THIS APPLIES TO BOTH ARBITRATION AND SMALL CLAIMS COURT MATTERS; AND
- (d) WAIVE ANY RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES.