

Commercial Limited Warranty for Mr. Bamboo, Inc.

The sale and purchase of materials from Mr. Bamboo, Inc. (The Company) are subject to the Conditions of Sale, and this Limited Warranty shall be in effect only when the terms and conditions of such have been met by the purchaser. In addition the buyer understands the Company has no control over site conditions, including the quality of the underlying substrate, upon which the Company's products are being used, and that the Company has no input or control of any kind over the installation of its products. Upon acceptance of these conditions, the Company makes the following limited warranty to the buyer:

Finish Warranty:

The Company warrants that its materials were manufactured without defects and that they will perform substantially as indicated in the Mr. Bamboo Technical Data Sheets and other Mr. Bamboo Publications, if installed and maintained properly, in strict accordance with the Company's written instructions. Mr. Bamboo's warranty shall extend for a period of ten (10) years and solely to the purchaser who owns and lives in the property and only to the Finish as long as the Company's maintenance guidelines have been followed. Excluded from the finish warranty are indentations, scratches or other surface damage caused by improper maintenance, negligence, water, erosion, pets, pebbles, sand, furniture scratches. Any damage caused to the finish by underlying flooring, leaks, rain, other abrasives and insufficient protection. (Moldings are not included)

Structural Warranty:

The Company warrants that its materials were manufactured without defects and that they will perform substantially as indicated in the Mr. Bamboo Technical Data Sheets and other Mr. Bamboo Publications, if installed and maintained properly, in strict accordance with the Company's written instructions. Mr. Bamboo's warranty shall extend for a period of thirty (30) years and solely to the purchaser who owns and lives in the property and only to the following as long as the Company's installation and maintenance guidelines have been followed. The Company will replace (material only) any defective planks caused by separation of laminated boards, unsightly cupping of planks, buckling due to expansion and warping of boards. The Company is not responsible for accidental moisture, hydrostatic pressure (high moisture content in the substrate). (Moldings are not included)

Mr. Bamboo maintenance guides must be followed as a condition for these Warranties to have effect. These Warranties does not cover: Improper storage, handling and installation of the flooring, color fading or damage due to exposure to the sun, movement of the property to which the flooring is installed.

Installation Warranty:

The Company is not responsible for the installations of its products. That is solely the responsibility of the contractor installing The Company's products.

Caution:

Bamboo Floors are manufactured in accordance with accepted industry standards which permit a defect tolerance that does not exceed 5%. You accept the product as it is when you place the order. Also, because bamboo is a natural fiber, variation in color occurs naturally.

Remedy:

Upon proof of defect in the Company's materials by the buyer, which shall be in writing by the buyer to the Company within the warranty period, the sole remedy shall be replacement of the defective material. In the event of a claim during the warranty period, purchaser shall provide Mr. Bamboo with written notice of the claim during the warranty period, purchaser shall provide Mr. Bamboo with written notice of the claim within thirty (30) days after discovery of the alleged defect and shall demonstrate in such written notice that the failure of the system was due to a breach of the warranty stated herein. The buyer also shall supply a receipt of purchase. Mr. Bamboo or its duly authorized representative must be given reasonable opportunity to inspect and test the surface claimed to be defective. If justified, The Company will furnish material to correct the defect in a reasonable time period.

No agent, representative, approved contractor, engineer, architect, distributor, or any individual or company, other than authorized signatory (ies) of the Company can make any changes in the provisions of this warranty, or make any changes to the written performance characteristics of the Company's products, or add provision whatsoever to this Warranty and Condition of Sale.

Limitation in other Warranties: All products sold by the Company are governed by these limited warranties. Under no circumstances shall Mr. Bamboo, Inc. be liable for any loss or damage, direct or consequential, arising out of, or inability to use, this product, and the Company's liability shall never exceed the purchase price of the materials. The Company excludes any other warranties of merchant ability or fitness for a particular purpose.

Applicable Law.

This Warranty will be interpreted, construed in accordance with the laws of the State of Illinois, without reference to its conflict of laws principles.