



Warranty for Bamboo Flooring

We at Bamboo Refined want you to be happy with your purchase of bamboo flooring. We are committed to providing quality products and the best back-up service possible. It is our aim to make our bamboo flooring synonymous with quality, durability and superior style. The superior nature of the bamboo products we sell allow us to give one of the best warranties in the building industry.

Ten Year Structural Warranty

Bamboo Refined warrants that the flooring sold under this warranty is, at the time of sale, free from defects in material and manufacture and that it conforms to our standard specifications for the Flooring model. We further warrant that when professionally installed according to our specifications and when maintained according to our instructions and used for its intended purpose, the Flooring will not delaminate, separate, buckle or cup as a result of a manufacturing defect for ten (10) years from the date of sale.

Five Year Finish Warranty

For pre-finished Flooring, Bamboo Refined warrants that the factory-installed finish on the Flooring is, at the time of sale, free from defects in material and manufacture and that it conforms to our standard specifications for the finish. We further warrant that when the Flooring is properly maintained and used for its intended purpose, the finish will not wear through to the underlying Flooring or separate from the Flooring as a result of a manufacturing defect for five (5) years from the date of sale. This warranty does not cover scratches, reduction in the shine of the finish, or damage caused as a result of damage to the underlying Flooring. Our installation instructions MUST be followed as a condition for these Warranties to have effect. These instructions may be obtained directly from a Bamboo Refined salesperson or by contacting us.

This Warranty does not cover damage or defects resulting from or in any way attributable to -

- a) Improper storage, handling or installation of the Flooring (including improper installation of joists and sub-Flooring or improper surface preparation)
- b) Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, application of solvents, corrosives or other chemicals to the Flooring, colour change, fading or damage due to exposure to the sun, excessive pivot and point-loads, spike-heeled shoes, unpadded furniture feet, water, damage from sand, pebbles or other abrasives or other unintended uses.
- c) Insect infestation after shipment from the point of origin
- d) Consequent stains and finishes
- e) Improper alterations of original manufactured product;
- f) Moisture problems (including subfloor moisture, leaks, rain, wet mopping, etc.) or excessive dryness or heat
- g) Settlement or movement of the structure to which the Flooring is attached
- h) Natural events such as hurricanes, tornadoes, earthquakes, and floods
- i) Variations in colour, grain and markings that exist in the Flooring when new (such variation in bamboo is a natural occurrence, so that Flooring may not match display samples) or that develop over time because of varying exposure to sunlight or UV light
- j) Installation over radiant floor heating with a surface temperature in excess of 30 degrees Celsius
- k) Installation of Flooring with visible defects

This Warranty extends to the buyer and to the owner of the first structure in which the Flooring is installed during in Warranty Period

Disclaimer of Implied Warranties

The above warranties are the exclusive and sole warranties given by Bamboo Refined for the Flooring. They supersede any implied warranties arising for the course of dealing or usage of trade.

What We Provide if the Flooring is Non-compliant

If during the applicable Warranty Period, the Flooring does not conform to the preceding Warranties, the owner of the Flooring shall notify Bamboo Refined, and within the a reasonable time we will provide, at our option, one of the following:

- a) Repair of any non-complaint or defective Flooring (for defects in finish, this means refinishing the affected boards)
- b) Provision of compliant boards to replace any non-complaint boards. This allowance shall be included only during the first two years of use and it does not include the cost of removal of fixtures installed on the flooring.
- c) Refund of the purchase price for any non-complaint boards that have not been installed
- d) Refund of the percentage of the purchase price for the non-complaint boards equal to the percentage of the Warranty Period remaining when Bamboo Refined is notified of the nonconformity.

These remedies shall be the exclusive and sole remedies for any breach of warranty.

If the Flooring does not comply with the Warranty, the owner of the Flooring must notify Bamboo Refined in writing at the address below within thirty (30) days after discovering the non-conformity. The notice must describe the location and nature of the non-conformity. The owner must give Bamboo Refined a reasonable opportunity to examine the claimed nonconformity before undertaking any repairs, removal or replacement. The owner must present the original invoice, bill or other proof of the date of purchase. Compliance with the requirements of the paragraph is a condition to coverage under the Warranty: if these requirements are not complied with, Bamboo Refined will have no obligation to remedy any nonconformities.

Exclusion of Incidental Consequential Damages

In no event shall Bamboo Refined be liable for any incidental, special, indirect or consequential damages, whether resulting from non-delivery or from the use, misuse or inability to use the product or from defects in the product or from Bamboo Refined's own negligence

