

Cali Bamboo LLC Limited Commercial Flooring Warranty - TruOrganics® Decking

Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the “Original Purchaser”) of the Decking (defined below) from a Cali Bamboo retailer or dealer, and, (b) if the Original Purchaser is not the owner of the Commercial Property (Commercial Property shall refer to anything other than a single-family residential property) upon which the Decking is installed, to the owner of the Commercial Property at the time of installation (the “Original Owner”) (the Original Purchaser and the Original Owner of the Decking subject to this limited warranty are referred to as the “Warranty Holder”). Cali Bamboo LLC (“Cali Bamboo”) warrants that its TruOrganics® Decking, (the “Decking”), during the applicable warranty periods set forth in subsections 1) through 3) below (each, a “Warranty Period”), will comply with the following:

1. The Decking shall be free of defects in manufacturing, materials, and workmanship (“Manufacturing Defects”) under normal use for a period beginning on the date of purchase by the Original Purchaser (the “Purchase Date”) and ending on the earlier of (a) one year from the Purchase Date, and (b) the date on which the Decking is installed (the “Installation Date”);
2. Under normal traffic and usage conditions, the Decking will not split, check, splinter, rot, or suffer structural damage from termites or fungal decay for a period beginning on the Purchase Date and ending on the earlier of (a) 10 years from the Purchase Date, and (b) the date on which the Commercial Property upon which the Decking is installed is sold by the Original Owner.
3. The Decking shall resist permanent staining from spills of food and beverage items including mustard, ketchup, barbeque sauce, canola oil, tea, coffee, wine, fruit punch and sodas as long as the substances are removed from the Decking in accordance with Cali Bamboo’s Maintenance Guide (defined below) within 72 hours of the substance coming in contact with the Decking and are not rubbed into the Decking, and the spill has not also contacted another material causing a chemical reaction, for a period beginning on the Purchase Date and ending on the earlier of (a) 10 years from the Purchase Date, and (b) the date on which the Commercial Property upon which the Decking is installed is sold by the Original Owner. Cali Bamboo does not warrant that the Decking will be stain proof.

If a valid warranty claim hereunder is received during the first 10 years after the Installation Date, Cali Bamboo will, at its option, supply a replacement of similar grade for the affected Decking or refund the cost of the affected Decking.

This limited warranty does not cover Decking donated, purchased on clearance or at auction. In the event that Cali Bamboo supplies replacement Decking, the Warranty Period for the replacement Decking will not be extended beyond the original Warranty Period set forth in subsections 1) through 3) above.

Warranty Scope:

This limited warranty is not transferable by the Warranty Holder to any other party, including but not limited to a subsequent purchaser of the Commercial Property upon which the Decking is installed. Labor costs, including any expenses associated with installation and removal of defective Decking, are not covered by this limited warranty. To the extent permitted by law, these are the sole and exclusive remedies of the Warranty Holder in the event of a Manufacturing Defect or other warranty claim.

How to Obtain Warranty Service:

The Warranty Holder must inspect the Decking for Manufacturing Defects and report any such defects to Cali Bamboo, prior to installation of the Decking. To obtain warranty service, the Warranty Holder must contact Cali Bamboo’s Customer Experience Department: customerservice@calibamboo.com/ 858-200-9540 option 2. Warranty claims must be received within 30 calendar days after the Warranty Holder

identifies the Manufacturing Defect or other basis for a warranty claim. To be covered under this Cali Bamboo limited warranty, the Warranty Holder must provide documentation of a sales order and proof that the Decking was properly installed in accordance with the Installation Guide (defined below).

It is a condition of this limited warranty that Cali Bamboo will, at its request, be permitted to inspect the Decking to verify the Warranty Holder's warranty claims within a reasonable period after its receipt of the Warranty Holder's warranty claim. Alternatively, Cali Bamboo may retain a certified and independent inspector ("Inspector") to verify the Warranty Holder's warranty claims and/or may require that a sample of the defective materials be sent to a third-party laboratory for testing ("Testing"). Notwithstanding the foregoing, the determination of the Inspector or Testing regarding the warranty claim is not binding on either Cali Bamboo or on the Warranty Holder. A determination that does not verify the warranty claim shall not affect the Warranty Holder's right to submit its claim to arbitration in accordance with the terms of the Arbitration Agreement (as defined in Cali Bamboo's Terms and Conditions of Purchase), and a determination that verifies the warranty claim shall not preclude Cali Bamboo from deciding that the Warranty Holder's warranty claim is not valid. The performance of the inspection or Testing, however, if requested by Cali Bamboo and assuming that Cali Bamboo advances the full cost of the inspection or Testing as described above, is a requirement for the Warranty Holder to submit a warranty claim to arbitration under the Arbitration Agreement.

For specific instructions on how to obtain warranty service for defective Decking, visit the Cali Bamboo website <https://www.calibamboo.com/bamdeck-warranty/>

Warranty Exclusions and Limitations:

This limited warranty covers Decking that is both (i) installed with strict adherence to Cali Bamboo's installation guide found online at https://www.calibamboo.com/content/installation/instructions/truorganics_installation_guide.pdf. (the "Installation Guide") and (ii) maintained in accordance with Cali Bamboo's care and maintenance guidelines found online at https://www.calibamboo.com/content/installation/care_maintenance/Cali-Bamboo-TruOrganicsCare-and-Maintenance.pdf (the "Maintenance Guide"). Cali Bamboo will provide copies of these guides upon request by the Warranty Holder. This limited warranty only applies when the Decking is used under normal traffic and other usage conditions.

The limited warranty for Manufacturing Defects does not apply after the Warranty Holder has installed the Decking.

This limited warranty does not extend to or cover:

- (a) any damage, warping, splits, cracks, chipping, or any other defect to the Decking caused by accidents, negligence, alterations, misuse, abuse, improper storage, or improper installation including, but not limited to, improper gapping;
- (b) Decking damage caused by any act of God (such as flooding, hurricanes, earthquakes, lightning, etc.), or any environmental condition (such as air pollution, mold, mildew, etc.);
- (c) Decking damage caused by movement, distortion, collapse or settling of the ground or supporting structure on which the Decking is installed;
- (d) Decking damage caused by using the Decking beyond normal use, or in an application not recommended by Cali Bamboo's Installation and Maintenance Guides or local building codes;
- (e) staining or discoloration due to spills of food or beverages not removed in accordance with Cali Bamboo's Maintenance Guide within 72 hours of contact with the Decking, that have been rubbed into the Decking by interactions with another item, such as metal furniture, or due to contact by the spill with another material causing a chemical reaction;

(f) staining or damage caused by abrasive compounds of acidic and basic pH, mold/mildew, tobacco smoking (including cigarette burns, cigarette ash, cigar burns, and cigar ash), non-food and non-beverage substances including, but not limited to, biocides, fungicides, insect repellent/insecticides, plant foods or bactericides, motor oil, paints or stains, solvents, dirt, grease, oil, metallic rust, suntan/sunscreen lotion, or other abnormal commercial deck use items;

(g) normal weathering due to exposure to sunlight, weather, and atmosphere which can cause the colored surface of the Decking to, among other things, flake, chalk, or accumulate dirt or stains;

(h) ordinary wear and tear;

(i) Decking damage caused by using fasteners other than those required in the Installation Guide;

(j) Decking damage, warping or fading due to exposure to extreme heat sources including, but not limited to, fire or reflected sunlight from low-emissivity (Low-E) glass,

(k) defects that cannot be seen from a standing position;

(l) variations or changes in color.

This limited warranty also excludes color variation between orders, individual planks and/or samples. It is the installer's job to document the Installation Date.

THIS IS THE COMPLETE WARRANTY AND IT IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF EVERY KIND, WHETHER CONTRACTUAL OR STATUTORY, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. Some states do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Limitation of Damages:

IN NO EVENT SHALL CALI BAMBOO BE LIABLE UNDER THIS WARRANTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF CALI BAMBOO HAS BEEN INFORMED, OR SHOULD BE AWARE, OF THEIR LIKELIHOOD, OR FOR ANY OBLIGATIONS OR DAMAGES OTHER THAN THE SPECIFIC WARRANTY SERVICE OBLIGATIONS EXPRESSLY SET OUT ABOVE. 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. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.