

Cali Bamboo LLC Limited Commercial Flooring Warranty – Cali Eco-engineered

Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the **“Original Purchaser”**) of the Flooring from a Cali Bamboo retailer or dealer, and, (b) if the Original Purchaser is not the owner of the building in which the Flooring is installed, to the owner of the building at the time of installation (the **“Original Owner”**) (the Original Purchaser and the Original Owner of the Flooring subject to this limited warranty are referred to as the **“Warranty Holder”**). Cali Bamboo LLC (**“Cali Bamboo”**) warrants that its Fossilized® Eco-engineered floors, excluding moldings and/or accessories, (the **“Flooring”**), during the applicable warranty periods set forth in subsections 1) through 3) below (each, a **“Warranty Period”**), will comply with the foregoing:

- 1) The Flooring shall be free of manufacturing defects caused by improper milling, grading, staining and coating (**“Manufacturing Defects”**) under normal use for the 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 Flooring is installed (the **“Installation Date”**);
- 2) The Flooring will not delaminate for a period beginning on the Purchase Date and ending on the earlier of (a) 15 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the building in which the Flooring is installed is sold by the Original Owner.
- 3) Under normal traffic and usage conditions, the surface finish of will not wear through for a period beginning on the Purchase Date and ending on the earlier of (a) 15 years from the Purchase Date, and (b) the date on which the building in which the Flooring is installed is sold by Original Owner.

This limited warranty does not cover Flooring donated, purchased on clearance center or at auction.

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 building in which the Flooring is installed. If a valid warranty claim is received by Cali Bamboo within the applicable Warranty Period, Cali Bamboo will supply new materials of similar grade for repair or replacement of affected areas. Labor costs, including any expenses associated with installation and removal of defective Flooring, 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 Flooring for Manufacturing Defects caused by improper milling, grading, staining and coating, and report any such defects to Cali Bamboo, prior to installation of the Flooring. To obtain warranty service, the Warranty Holder must contact Cali Bamboo’s Warranty Claims Department: warrantyclaims@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 sales order and proof that the Flooring was properly installed in accordance with the Installation Guide (defined below).

Cali Bamboo reserves the right to retain a certified and independent National Wood Flooring Association Inspector (“**NWFA Inspector**”) to verify the Warranty Holder’s warranty claims. The determination of the NWFA Inspector regarding the warranty claim is not binding on either Cali Bamboo or on 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). The performance of the inspection, however, if requested by Cali Bamboo and assuming that Cali Bamboo advances the full cost of the inspection 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 Flooring, visit the Cali Bamboo website <https://www.calibamboo.com/content/warranties/flooring-residential-warranty.pdf>.

Warranty Exclusions and Limitations:

This limited warranty covers Flooring that is both (i) installed with strict adherence to Cali Bamboo’s installation guide found online at <https://www.calibamboo.com/glue-down-hybrid-engineered-flooring/> and <https://www.calibamboo.com/nail-down-hybrid-engineered-flooring/> (the “Installation Guide”) and (ii) maintained in accordance with Cali Bamboo’s care and maintenance guidelines found online at <http://www.calibamboo.com/cleaning-bamboo-flooring-care-maintenance/> (the “Maintenance Guide”). Cali Bamboo will provide copies of these guides upon request by Warranty Holder. This limited warranty only applies when the Flooring is used under normal traffic and other usage conditions. Bamboo floors, like other wood floors, are subject to contraction and expansion, the occurrence of which is not covered by this limited warranty.

The limited warranty for Manufacturing Defects does not apply after the Warranty Holder has installed the Flooring, and product variation or error that does not exceed the 5% industry standard is not considered a manufacturing defect for purpose of this limited warranty. This limited warranty does not extend to or cover: (a) any damage, warping, cupping, splits, cracks, grain raising, checking, edge fracturing, splintering, chipping, or any other defect to the Flooring caused by accidents, alterations, misuse, abuse, direct exposure to the elements, or improper installation; (b) Flooring damage resulting from failure to maintain appropriate humidity levels via the use of humidifier and/ or de-humidifier, as stated in the Maintenance Guide; (c) Flooring damage caused by moisture, excessive heat or cold, excessive dryness, negligence, water, erosion, pets, insects, sanding, settlement or movement of the structure to which the Flooring is attached, and/ or installation of Flooring over improper subfloor; (d) any Flooring deformity that is not measureable or visible from a standing position in normal lighting; (e) changes in Flooring color due to aging, moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish/ stain); (f) Flooring discoloration caused by area rugs; (g) loss of Flooring finish gloss over time consistent with normal wear & tear; (h) damage caused by installation of the Flooring in highly fluctuate moisture environments or resulting from installation over radiant heat floors that exceed 85 degrees Fahrenheit; or (i) Flooring damage caused by a failure to follow the recommended installation and maintenance procedures as set forth in the Installation and Maintenance Guides. This limited warranty excludes color variation between orders, individual planks and/ or samples. Cali Bamboo does not warrant that the Flooring will match or coordinate with purchaser furnishings, trim, cabinetry, railings, etc. It is the installer’s responsibility to document all jobsite conditions and measurements including the installation date, Flooring moisture content, site relative humidity, temperature, and subfloor moisture content and other documentation required under the Installation Guide.



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.