



THE WORLD'S HARDEST FLOORS™



## Cali Bamboo LLC

### Limited Commercial Aluminum Oxide Finish Fossilized® Eucalyptus Flooring Warranty

#### Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the “**Original Purchaser**”) of the Flooring (defined below) from a Cali Bamboo retailer or dealer, and, (b) if the Original Purchaser is not the owner of the **Commercial Building** (Commercial Building shall refer to anything other than a single-family residential home) in which the Flooring is installed, to the owner of the Commercial 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® Eucalyptus Flooring, (the “Flooring”), during the applicable warranty periods set forth in subsections 1) through 3) below (each, a “**Warranty Period**”), will comply with the following:

- 1) The Flooring shall be free of manufacturing defects caused by improper milling, grading, staining, and coating (“**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 Flooring is installed (the “**Installation Date**”);
- 2) The Flooring will maintain its structural integrity and will not delaminate for a period beginning on the Purchase Date and ending on the earlier of (a) 50 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the Residential Building in which the Flooring is installed is sold by the Original Owner;
- 3) Under normal traffic and usage conditions, the surface finish of the Flooring will not wear through to the underlying Flooring or separate from the Flooring as a result of a manufacturing defect for a period beginning on the Purchase Date and ending on the earlier of (a) 10 years from the Purchase Date in any area of the installed Flooring, 30 years from the Purchase Date in more than 5% of the installed Flooring, or 50 years from the Installation Date in more than 10% of the installed Flooring; and (b) the date on which the Residential Building in which the Flooring is installed is sold by the Original Owner. Reduction in gloss or sheen is not considered wear though and not covered under this warranty.

This limited warranty does not cover Flooring donated, purchased on clearance, or at auction and does not apply to Cali Bamboo moldings or trim. In the event that Cali Bamboo supplies replacement Flooring, the Warranty Period for the replacement Flooring 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 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 Customer Experience Department: [customerservice@calibamboo.com](mailto:customerservice@calibamboo.com)/ 888-788-2254. 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 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/flooring-warranty/>.

#### Warranty Exclusions and Limitations:

This limited warranty covers Flooring that is both (i) installed with strict adherence to Cali Bamboo’s Solid Eucalyptus flooring installation guide found online at <https://www.calibamboo.com/flooring-installation> (the “**Installation Guide**”) and (ii) maintained in accordance with Cali Bamboo’s Solid Eucalyptus flooring care and maintenance guidelines found online at



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<https://www.calibamboo.com/floor-care-and-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. Eucalyptus 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 purposes of this limited warranty. This limited warranty does not extend to or cover:

- (a) any damage, warping, cupping, buckling, 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/maintenance;
- (b) Flooring damage resulting from failure to maintain appropriate humidity levels which may require the use of humidifier and/ or de-humidifier, as stated in the Maintenance Guide;
- (c) Flooring damage caused by moisture, excessive dryness, excessive heat or cold, 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) Flooring damage caused by steam mops or wet mopping;
- (e) Flooring damage caused by moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity, or by moisture trapped below the Flooring that creates mold or mildew;
- (f) damage caused by installation of the Flooring in basements and/ or highly fluctuating moisture environments or resulting from installation over radiant heat floors;
- (g) changes in Flooring color due to aging, moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish/stain);
- (h) Flooring discoloration caused by area rugs;
- (i) loss of Flooring finish gloss over time consistent with normal wear & tear;
- (j) scratches, gouges, staining, finish wear through, or other finish issues on the Flooring caused by failure to follow the Maintenance Guide such as damage caused by vacuum cleaner beater bars, castor wheels, chairs, or other furniture without proper floor protectors, or damage caused by using mineral spirits, paint thinner, or other solvents on the Flooring;
- (k) damage to Flooring finish caused by tape or adhesive;
- (l) refinishing or recoating the Flooring;
- (m) scratches or dents;
- (n) Flooring noise such as squeaks, crackling, and popping which may happen as a result of structural movement, sub-floor flatness, deflection, changes in environmental conditions, relative humidity, the amount of topside pressure applied to the flooring, or improper nailing;
- (o) Flooring damage caused by natural events such as hurricanes, earthquakes, and tornadoes;
- (p) Flooring installed with visible defects;
- (q) any Flooring deformity that is not measurable or visible from a standing position in normal lighting; or
- (r) 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.