



bamboo limited commercial warranty

this warranty applies to ecofinishes® bamboo flooring installed in commercial buildings.

We want you to be happy and confident in your investment. Since its inception, ecofinishes® bamboo has been committed to providing one of the finest hardwood flooring products in the market. The ecofinishes® bamboo name is synonymous with quality, durability, beauty and uniqueness. Our superior design, production technologies and style allow us to provide one of the best warranties in the industry subject only to a few common sense exclusions.

For all of its flooring used in commercial applications, ecofinishes® bamboo makes the following Structural Warranty. For flooring that is prefinished at one of our factories, we also make the following Finish Warranty.

warranties:

ten year structural warranty.

ecofinishes® bamboo warrants that the commercial flooring sold under this Warranty (the "Flooring") is, at the time of sale, free from defects in material and manufacture and that it conforms to ecofinishes® bamboo's standard specifications for the flooring model. ecofinishes® bamboo further warrants that when professionally installed according to ecofinishes® bamboo specifications and when maintained according to ecofinishes® bamboo 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 (the "Structural Warranty Period").

five year finish warranty.

For prefinished flooring, ecofinishes® bamboo 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 ecofinishes® bamboo's standard specifications for the finish. ecofinishes® bamboo further warrants that when the Flooring is maintained according to ecofinishes® bamboo instructions 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 (the "Finish Warranty Period"). This warranty does not cover scratches, reduction in the shine of the finish, or damage to the finish caused by damage to the underlying Flooring.

The ecofinishes® bamboo installation instructions MUST be followed as a condition for these Warranties to have effect. You may obtain these instructions from your local distributor or directly from ecofinishes® bamboo by downloading or printing them from the ecofinishes® bamboo website, by calling or faxing the numbers below, or by sending an email request to info@ecofinishes.com.

These Warranties do not cover damage or defects resulting from or in any way attributable to:

1. Improper storage, handling or installation of the Flooring (including improper installation of joists and sub-flooring or improper surface preparation);
2. Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, application of solvents, corrosives or other chemicals to the Flooring, color 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;
3. Insect infestation after shipment from the point of origin;
4. Stains and finishes;
5. Improper alterations of original manufactured product;
6. Moisture problems (including sub-floor moisture, leaks, rain, wet mopping, etc.) or excessive dryness or heat;
7. Settlement or movement of the structure to which the Flooring is attached;
8. Natural events such as hurricanes, tornadoes, earthquakes, and floods; or
9. Variations in color, 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; or
10. Installation over radiant floor heating with a surface temperature in excess of 85o F; or
11. Installation of Flooring with visible defects.

This Warranty extends to the buyer, to the owner of the first structure in which the Flooring is installed, and to all subsequent owners of the structure during the Warranty Period.

disclaimer of implied warranties

THE ABOVE WARRANTIES ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY ecofinishes® bamboo FOR THE FLOORING. THEY SUPERSEDE ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ecofinishes® bamboo DISCLAIMS ALL OTHER WARRANTIES-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

what we'll provide if the flooring is non-conforming.

If during the applicable Warranty Period, the Flooring does not conform to the preceding Warranties, the owner of the Flooring shall notify ecofinishes® bamboo as provided below, and within a reasonable time ecofinishes® bamboo will provide, at its option, one of the following: (1) repair of any nonconforming or defective Flooring (for defects in finish, this means refinishing the affected planks), (2) provision of conforming planks to replace any nonconforming planks, including a reasonable allowance for associated costs of removal and reinstallation, but 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, (3) refund of the purchase price for any nonconforming planks that have not been installed, or (4) refund of the percentage of the purchase price for the non-conforming planks equal to the percentage of the Warranty Period remaining when ecofinishes® bamboo is notified of the nonconformity.

THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY.

If the Flooring does not conform to the Warranty, the owner of the Flooring must notify ecofinishes® bamboo in writing at the address below within thirty (30) days after discovering the nonconformity. The notice must describe the location and nature of the nonconformity. The owner must give ecofinishes® bamboo 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 this paragraph is a condition to coverage under the Warranty: if these requirements are not complied with, ecofinishes® bamboo will have no obligation to remedy any nonconformities.

Exclusion of Incidental and Consequential Damages.

IN NO EVENT SHALL ecofinishes® bamboo BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM ecofinishes® bamboo's OWN NEGLIGENCE.