

## Limited Warranty for Residential Use – Bamboo Flooring

This warranty applies to Teragren LLC **ELEMENTS** bamboo flooring that is purchased through an Authorized Teragren Dealer and installed in residential buildings (referred to below as the “Flooring”).

We want you to be happy and confident in your investment. Since its inception, Teragren has been committed to providing one of the finest hardwood flooring products in the market. The Teragren 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 models of Flooring, Teragren makes the Structural Warranty immediately below. For **ELEMENTS** models of Flooring that are pre-finished at our factory, we also make the Finish Warranty in paragraph 2 below. These Warranties extend solely to the first person who owns and lives in the structure in which the Flooring is installed following installation (the “Owner”). The Warranties are not transferable.

**1 Twenty-Five-Year Structural Warranty.** Teragren warrants that the Flooring will be, at the time of sale, free from defects in material and manufacture and in conformity with Teragren’s standard specifications. Teragren further warrants that during the Owner’s lifetime (or for as long as the Owner lives in the structure—whichever period is shorter) the Flooring will not delaminate, separate, buckle, or cup as a result of a manufacturing defect, *provided that* the Flooring is maintained according to Teragren’s instructions and used for its intended purpose.

**2 Seven-Year Finish Warranty.** Teragren warrants that the factory-installed finish on the Flooring will be, at the time of sale, free from defects in material and manufacture and in conformity with Teragren’s standard specifications for the finish. Teragren further warrants that for a period of seven (7) years from the date of sale (the “Finish Warranty Period”) the finish will not—as a result of a manufacturing defect—wear through to the underlying Flooring or separate from the Flooring *provided that* the Flooring is maintained according to Teragren’s instructions and used for its intended purpose. This warranty does not cover scratches, reduction in the shine of the finish, minor imperfections or irregularities (up to 5%), or damage to the finish caused by damage to the underlying Flooring.

**Condition of Warranty Coverage.** The Teragren Care + Maintenance instructions **MUST** be followed as a condition for these Warranties to have effect. You may obtain these instructions from your local dealer or directly from Teragren by downloading or printing them from the Teragren website, by calling or faxing the numbers below, or by sending an email request to [info@teragren.com](mailto:info@teragren.com). This Warranty does 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 subflooring 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, crazing, 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 subfloor 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;
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;
10. Installation over radiant floor heating with a surface temperature in excess of 85°F (or temperatures per installation guidelines for specific product); or
11. Installation of Flooring with visible defects.

### **Disclaimer of Implied Warranties and Other Warranties**

The above warranties are the exclusive and sole warranties given by Teragren for the Flooring. They supersede any prior, contrary or additional representations, whether oral or written. **ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS FOR THE CORRESPONDING EXPRESS WARRANTIES, ABOVE.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

TERAGREN DISCLAIMS ANY AND ALL WARRANTIES (INCLUDING THE **WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**) FOR ANY FLOORING PRODUCTS THAT ARE NOT SOLD THROUGH AN AUTHORIZED TERAGREN DEALER, AND ANY SUCH PRODUCTS ARE SOLD AS IS AND WITH NO EXPRESS OR IMPLIED WARRANTY FROM TERAGREN.

### **What We'll Provide if the Flooring is NonConforming.**

If during the applicable Warranty Period, the Flooring does not conform to the preceding Warranties, the Owner shall notify Teragren as provided below, and within a reasonable time Teragren 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 nonconforming planks equal to the percentage of the Warranty Period remaining when Teragren 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 must notify Teragren 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 Teragren 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, Teragren will have no obligation to remedy any nonconformities.

### **Exclusion of Incidental and Consequential Damages.**

IN NO EVENT SHALL TERAGREN 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 TERAGREN'S OWN NEGLIGENCE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation 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.

**Severability.** If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect.

**Applicable Law.** This Warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Warranty.

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