

WARRANTY

PRODUCT WARRANTY COVERAGE PERIOD: 25 YEARS FROM THE DATE OF PURCHASE

Scope of Warranty

Bamboo Co ("the Company") offers a 25-year limited warranty on all bamboo decking and bamboo products (the "Products") sold directly by the Company or authorized retailers.

This warranty guarantees that the Products will be free from defects in materials or workmanship under normal residential or commercial use, as defined below, for a period of 25 years from the date of purchase.

This warranty covers Bamboo Co.'s bamboo decking, cladding, wall & ceiling, and flooring products. Bamboo Co. guarantees that all products meet the specifications listed in the Product Technical Data Sheets (accessed on the Bamboo Co website: www.bamboo-co.com/resources).

If a defect such as major cracking or severe delamination occurs within the warranty period, the purchaser shall notify Bamboo Co in writing and upon confirmation by an authorized Bamboo Co representative shall either supply to the Purchaser sufficient quantity of replacement decking and to replace the defective item or refund the portion of the purchase price paid by the Purchaser for such defective items (not including the cost of its initial installation or replacement).

What This Warranty Does Not Cover

This warranty shall not cover and Bamboo Co shall not be responsible for costs and expenses incurred with respect to the removal of defective bamboo products or the installation of replacement materials, including but not limited to labor and freight. To make a claim under this limited warranty, Purchaser, shall send to Bamboo Co, within the warranty period referred to above, a description and photos of the claimed defect and proof of purchase. Please send to: sales@bamboo-co.com

Bamboo Co, or its appointed agent, reserves the right to inspect the products to verify its condition. Bamboo Co does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to the following:

- Improper installation of Bamboo Co bamboo products



and/or failure to abide by Bamboo Co's installation guideline including but not limited to:

1. Improper gapping
2. Use of Bamboo Co bamboo products beyond normal use and service conditions, or in an application not recommended by Bamboo Co's guidelines and local building codes
3. Movement, distortion, collapse or settling of the ground or the supporting structure on which Bamboo Co products are installed

- Any act of God (Such as flooding, hurricane, earthquake, lightning, etc.)

- Environmental conditions such as air pollution, mould, mildew, etc., or staining from foreign substances such as dirt, grease, oil, etc (note: should dusts and pollens build up on your products, these become a food source for moulds and mildew to grow in and their waste products will stain the Bamboo Co products. Please keep your products clean as we do not warrant against these types of staining and degradation. Mould and mildew will not grow in/on product itself but will in/on the dusts/pollens).

- Normal weathering defined as exposure to sunlight, weather and atmosphere that can cause color change, grain raise/splintering, cupping and other forms of dimensional movement within generally accepted industry standards for wood.

- Variations in color/grain of Bamboo Co bamboo products (these are natural products so color/grain will vary)

- Variations and fading over time, or wear from foot traffic , or stain colors and finishes used on outdoor products all of which require periodic recoating in order to maintain.

- Improper handling, storage, abuse or neglect of Bamboo Co bamboo products by Purchaser, the transferee or third parties including but not limited to denting, staining, gouging, burning and staining.

- If a claim is granted before installing the material, faulty planks (here referring to major cracks or delamination) are replaced free of charge.

- Damage that was caused by third parties (eg transport damage).

- Ordinary wear and tear



If defects (here referring to major cracks or delamination) occur after installation, Bamboo Co reserves the right to either repair the defect or to offer material free of charge to the buyer.

No person or entity is authorized by Bamboo Co to make, and Bamboo Co shall not be bound by, any statement or representation as to the quality or performance of Bamboo Co product.

other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Bamboo Co and Purchaser. Under no circumstances will Bamboo Co be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and Bamboo Co's liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above.

This warranty does not cover damage due to:

- **Improper installation:** Installation must comply with the manufacturer's instructions. Any installation errors or deviations from approved methods void this warranty.
- **Improper maintenance or care:** Products that are not properly maintained (e.g., not cleaned regularly and subjected to harsh chemicals) are not covered by this warranty.
- **Accidental damage or abuse:** This warranty does not apply to Products that have been subjected to misuse, neglect, accidental impact, or exposure to environmental conditions outside normal use.
- **Color change or weathering:** Natural weathering and slight color changes from exposure to sunlight, moisture, and environmental conditions are not covered under this warranty. Bamboo naturally darkens or lightens over time.
- **Commercial use:** If the Products are used in commercial or high-traffic settings beyond standard residential use, this warranty is limited to 10 years for finish integrity and 15 years for structural integrity.

Claim Procedure

To file a warranty claim, you must:

- Contact [Your Business Name] within the warranty



period, specifying the nature of the issue and providing proof of purchase. Provide photographs of the defective Products, along with details of installation and maintenance history, to assist in the evaluation of the claim.

- Allow the Company or its representatives to inspect the defective Products, either through photographs or an on-site inspection if necessary.

Remedies and Limitations

- **Repair or Replacement:** If a Product is found to be defective under the terms of this warranty, the company will, at its discretion, repair or replace the defective Products. In the case of replacement, the Company will supply the same model or an equivalent product. If the product is no longer available, a comparable alternative will be provided.

- **Labor Costs:** The Company does not cover labor costs for the removal, replacement, or installation of defective Products, unless explicitly agreed upon.

- **Exclusion of Consequential Damages:** This warranty does not cover any incidental, consequential, or indirect damages that may occur from the use or inability to use the Products. The Company's liability is limited to the repair or replacement of defective Products.

Maintenance Requirements

In order to keep this warranty valid, please follow the maintenance guide which can be found on our website www.bamboo-co.com

Transferability

This warranty is non-transferable and applies only to the original purchaser of the Product. It is not transferable to subsequent owners unless specifically authorized by Bamboo Co in writing.

Exclusions and Limitations

This warranty gives you specific legal rights. Depending on your jurisdiction, you may also have other rights that vary from state to state or country to country. The Company's liability is limited solely to the warranty provisions listed above, and the Company shall not be held responsible for any damages or losses that exceed the cost of the original Products.



General Terms

- **Jurisdiction and Governing Law:** This warranty is governed by the laws of Costa Rica, and any legal disputes arising from this warranty shall be resolved in the appropriate courts located in Costa Rica.

- **Warranty Changes:** Bamboo Co reserves the right to modify or update this warranty at any time. Any changes will not affect warranty claims that have already been submitted and accepted by the Company.

