

## **Cali Bamboo LLC**

### **Limited Residential and Commercial Flooring Warranty – CALI Laminate® Shorebreak/ Mavericks/ Pacifica**

#### **Warranty Conditions and Term:**

This limited warranty is given to (a) the original purchaser (the “**Original Purchaser**”) of the Flooring (defined below) from Cali Bamboo or an authorized Cali Bamboo seller, and, (b) if the Original Purchaser is not the owner of the Residential Building or Commercial Building in which the Flooring is installed, to the owner of the Residential Building or 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**”). “Residential Building” shall refer to a single-family residential home, while “Commercial Building” shall refer to anything other than a single-family residential home that does not experience heavy commercial traffic.

Cali Bamboo LLC (“**Cali Bamboo**”) warrants that its Cali Laminate Shorebreak/ Mavericks/ Pacifica Flooring (the “**Flooring**”), excluding accessories, 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 or material defects caused by improper milling or 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) **For Commercial Buildings Only:** 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) 15 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the Commercial Building in which the Flooring is installed is sold by the Original Owner. **For Residential Buildings Only:** 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) **For Commercial Buildings Only:** Under normal traffic and usage conditions, the surface 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 Commercial Building in which the Flooring is installed is sold by Original Owner. **For Residential Buildings Only:** Under normal traffic and usage conditions, the surface will not wear through for a period beginning on the Purchase Date and ending on the earlier of (a) 50 years from the Purchase Date, and (b) the date on which the Residential Building in which the Flooring is installed is sold by Original Owner. Wear through is defined as total loss of pattern in a minimum 2 square inch area.

Reduction in gloss or sheen is not considered wear though and is 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 Residential Building or Commercial Building in which the Flooring is installed.

Where required by applicable law, in the event Cali Bamboo cannot repair the Flooring, Cali Bamboo will reimburse the Warranty Holder according to the terms noted above, including any reasonable installation costs, less the amount directly attributable to use by the Warranty Holder prior to the discovery of the issue covered by this limited warranty. Otherwise, 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 applicable 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 or 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: warrantyclaims@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 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 flooring inspector to verify the Warranty Holder's warranty claims. The determination of the flooring 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 Shorebreak/ Mavericks/ Pacifica Laminate Tile flooring installation guide found online at <https://www.califloors.com/flooring-installation/> (the "Installation Guide") and (ii) maintained in accordance with Cali Bamboo's Shorebreak/ Mavericks/ Pacifica Laminate Tile flooring care and maintenance guidelines found online at <https://www.califloors.com/floor-care-and-maintenance/> (the "Maintenance Guide"). Cali Bamboo will provide copies of these guides upon request by the Warranty Holder. This limited warranty only applies when the Flooring is used under normal traffic and other usage conditions.

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, splits, cracks, edge fracturing, 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 caused by excessive cold or heat (as described in the installation guidelines), negligence, erosion, pets, insects, sanding, settlement or movement of the structure to which the Flooring is attached, and/or installation of Flooring over an improper subfloor;
- (c) 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;
- (d) damage caused by or resulting from installation over radiant heat floors that exceed 85° F;
- (e) changes in Flooring color or sheen due to aging, moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish);
- (f) Flooring discoloration caused by area rugs;

- (g) loss of Flooring finish gloss over time consistent with normal wear & tear;
- (h) 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;
- (i) finish wear through that is less than a 2 square inch area (finish wear through is defined as total loss of pattern);
- (j) scratches or dents;
- (k) 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, or the amount of topside pressure applied to the flooring;
- (l) Flooring damage caused by natural events such as hurricanes, earthquakes, and tornadoes;
- (m) Flooring installed with visible defects;
- (n) any Flooring deformity that is not measurable or visible from a standing position in normal lighting;
- (o) cutting caused by sharp objects; or
- (p) 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, subfloor moisture content, and other documentation required under the Installation Guide.

EXCEPT TO THE EXTENT PROVIDED BY LAW, CALI BAMBOO MAKES NO EXPRESS WARRANTY OTHER THAN THE WARRANTY SPECIFIED HEREIN. THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED ABOVE. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**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.