

Limited Warranty for Commercial Use – Bamboo Flooring

This warranty applies to Teragren LLC *Elements* bamboo flooring brands installed in commercial buildings. 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 of its flooring used in commercial applications, Teragren makes the following Structural Warranty. For *Elements* bamboo flooring that is pre-finished at our factory, we also make the following Finish Warranty:

Warranties

1 Twenty-Five Year Structural Warranty. This Warranty extends to the first owner of the structure in which the Flooring is installed. Teragren 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 Teragren's standard specifications for the flooring model. Teragren further warrants that when maintained according to Teragren instructions and used for its intended purpose, the Flooring will not delaminate, separate, buckle or cup as a result of a manufacturing defect for twenty-five (25) years from the date of sale (the "Structural Warranty Period").

2 Three Year Finish Warranty. This Warranty extends to the first owner of the structure in which the Flooring is installed. Teragren warrants that the factory-installed finish on the Flooring is, at the time of sale, free of defects in material and manufacture and that it conforms to Teragren's standard specifications for the finish. Teragren further warrants that when the Flooring is maintained according to Teragren 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 three (3) years from the date of sale (the "Finish Warranty Period"). This warranty does not cover scratches, reduction in the shine of the finish, minor imperfections and irregularities (up to 5%) or damage to the finish caused by damage to the underlying Flooring.

The Teragren 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. 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.



Teragren LLC
12715 Miller Rd. NE
Suite 301 Bainbridge Island, WA 98110
p. 800.929.6333 / 206-842-9477
f. 206-842-9457 www.teragren.com

Disclaimer of Implied 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, 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.

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 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 non-conforming 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 of the Flooring 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.

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