

TRINITY BAMBOO RESIDENTIAL AND LIGHT COMMERCIAL WARRANTIES

RESIDENTIAL AND LIGHT COMMERCIAL WARRANTIES: These warranties, which begin from the date of purchase, apply to all Trinity Bamboo products used in residential and light commercial applications (Light Commercial installations include retail shops, waiting rooms, office and hotel lobbies, offices, hotel guest rooms, classrooms, and libraries).

STRUCTURAL WARRANTY (RESIDENTIAL AND LIGHT COMMERCIAL): Trinity Bamboo warrants all first-quality bamboo flooring and accessories, in their delivered condition, to be free from manufacturing defect in material and workmanship including assembly, milling, physical dimension, and structure. This warranty will last for a period of **50 years**, subject to the limitations and exceptions set forth herein.

FINISH WARRANTY:

RESIDENTIAL: Trinity Bamboo warrants, under normal residential conditions and uses, and providing that Trinity Bamboo's maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the bamboo flooring or accessories. This warranty will last for a period of **25 years**, subject to the limitations and exceptions set forth herein.

LIGHT COMMERCIAL: Trinity Bamboo warrants, under normal light commercial conditions and uses, and providing that Trinity Bamboo's maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the bamboo flooring or accessories. This warranty will last for a period of **5 years**, subject to the limitations and exceptions set forth herein.

NOTE: Gloss-level changes, scratches, and dents in the finish are not considered surface wear and are not covered under this warranty.

WARRANTY LIMITATIONS (APPLY TO ALL WARRANTIES UNDER WHICH TRINITY BAMBOO IS OR MAY BE OBLIGATED).

Who is covered under these warranties:

RESIDENTIAL CUSTOMERS: These warranties apply to you only if you (1) are the original consumer purchaser of the Trinity Bamboo floor or accessory and (2) have purchased the floor or accessory for your own personal residential use and not for resale. These warranties ARE NOT transferable or assignable and they DO NOT apply to non-residential, rental, and commercial applications other than light commercial; provided, that if you are a contractor or builder of a residential structure, you may assign these warranties to your customer within 1 year of installation, which assignment will not extend or enlarge the warranties, and your customer will be subject to all of the terms and conditions of the warranties.

LIGHT COMMERCIAL CUSTOMERS: These warranties apply to you only if you are the original purchaser of the Trinity Bamboo floor or accessory. These warranties ARE NOT transferable or assignable and they



DO NOT apply to residential, rental and commercial applications other than light commercial; provided, that if you are a contractor or builder of a light commercial structure, you may assign these warranties to your customer within 1 year of installation, which assignment will not extend or enlarge the warranties, and your customer will be subject to all of the terms and conditions of the warranties.

NOTE: Trinity Bamboo is the sole and final arbiter (1) as to whether you are a residential customer, a light commercial customer or otherwise and (2) as to whether a given application is residential, light commercial or otherwise.

What you should do if any of the above listed problems occur and you need warranty service:

During the warranty period, should you have any problems with your Trinity Bamboo flooring or accessories, please contact Trinity Bamboo at 1-888-248-6538 or customerservice@trinitybamboo.com within 30 days from the date the problem occurs. You must provide written proof of purchase (copy of invoice) or assignment of warranty, as the case may be, with the purchase or assignment documents reflecting the address of the subject product. Also, Trinity Bamboo must be given a reasonable opportunity to inspect the flooring in order to determine whether it is covered under warranty. Failure to contact Trinity Bamboo within 30 days from the date the problem occurs, failure to provide purchase or assignment documentation, or failure to give Trinity Bamboo an opportunity to inspect the flooring or accessory in situ may, at Trinity Bamboo's sole discretion, void the warranty.

What Trinity Bamboo will do in support of a valid warranty claim:

In the event of a valid warranty claim Trinity Bamboo will, in its sole discretion, either (1) provide you with materials and reasonable labor costs sufficient to repair or replace the affected flooring or accessory (whether to repair or replace is in Trinity Bamboo's sole discretion) or (2) provide you with funds equivalent to the value of the purchase price and installation costs of the affected flooring or accessory.

The performance of repair work and/or the installation of replacement flooring under any warranty shall not enlarge or expand any warranty hereunder. The terms, conditions and warranty periods applicable to the original flooring shall apply with respect to repair work and replacement flooring.

THE ABOVE TERMS AND CONDITIONS OF THE WARRANTIES HEREUNDER SET FORTH THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR SAID WARRANTIES. IF YOU ARE FOUND TO BE ENTITLED TO COVERAGE UNDER ANY WARRANTY, EXPRESSED OR IMPLIED, IN ADDITION TO THOSE SPECIFICALLY LISTED ABOVE, AND YOU CAN PROVE THAT TRINITY BAMBOO BREACHED SUCH WARRANTY, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROVEN BREACH IS EITHER (AT THE OPTION OF TRINITY BAMBOO): (1) FUNDS SUFFICIENT FOR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE FLOORING AND/ OR ACCESSORY, OR (2) FUNDS EQUIVALENT TO THE ORIGINAL PURCHASE PRICE AND INSTALLATION COST OF THE DEFECTIVE FLOORING AND/OR ACCESSORY. IF THE REMEDY TRINITY BAMBOO INITIALLY SELECTS FAILS IN ITS ESSENTIAL PURPOSE, THEN THE ONLY OTHER REMEDY TO WHICH YOU MAY BE ENTITLED IS THE OTHER ONE OF THESE TWO REMEDIES.

WARRANTY EXCLUSIONS:

None of the warranties hereunder apply to any product marked with the designation “closeout,” “as-is,” “blowout,” “refurbished,” “resold,” “used,” “pre-owned,” “B-grade” or any other designation that indicates that the produce is anything other than new, first-quality product.

Damage caused by negligence, accidents, misuse, non-approved cleaners, abuse, or non-compliance with applicable housing or building codes.

Natural variations: Bamboo is a natural product containing natural variations in color, tone, and texture. Trinity Bamboo cannot warrant against natural variations in color or any other variations, such as mineral streaks, small divots or tear-outs, and variations from plank to plank. Nor can we warrant against natural variations or gloss level between samples/models/accessories, and installed flooring. Any sample or model shown is for demonstrative purposes only, and such sample or model DOES NOT create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed. Note: Custom finishing and staining of interior millwork and/ or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.

Improper installation: Detailed installation guidelines are included in cartons of Trinity Bamboo Hardwood flooring. Damage caused by improper storage, handling, or installation methods is not covered by these warranties. Improper preparation of, or deficiencies in, the subfloor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular subfloor surface (particularly at joints) or voids in the subfloor, are not covered under these warranties. Check to be certain that the subfloor is within structural and manufacturing requirements. Defects or failures of other manufacturers’ products at the subfloor assembly, including but not limited to subfloor material, fasteners, patching compound, adhesives, and other floor coverings are not covered by these warranties. In no event shall Trinity Bamboo be held responsible for any damage caused to your bamboo flooring by other manufacturers’ products. Other items not covered under the warranties include construction traffic abuse to the surface of the flooring; failure or misuse of nailers, nail guns, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping, or crackling by any cause. (Popping sounds caused by depressions in the subfloor ARE NOT covered under these warranties.) Cabinets and other built-in appliances should be installed PRIOR to the installation of the flooring. They should NOT be installed on top of the flooring. Pre-finished bamboo floors should be installed at the same time as carpets and AFTER finishing the walls to prevent damage from paint, drywall dust, wallpaper adhesives, and other materials.

Improper maintenance: Damage to the flooring such as dents, scratches, or dulling of the finish is NOT covered. Wet or damp-mopping your floor with water or other substances is not covered by these warranties. In addition, the following are NOT covered under these warranties: use of hard floor cleaning machines; use of non-recommended maintenance and floor-care products, including but not limited to oil soaps, liquid, or paste wax products, other household cleaners that contain lemon, orange, or tung oils; neglect or abuse of the bamboo floor, including but not limited to not taking proper



precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked and/or damaged heels; pet claws and scratches; falling or dropped objects which can dent or fracture the flooring and finish; and dents or scratches in the flooring caused by furniture, appliances, casters, or normal foot traffic.

Improper environment: Trinity Bamboo floors are not warranted against damage caused by man-made or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction. Trinity Bamboo also does not warrant against: (1) moisture infiltration from side walls, through the subfloor, or from any source; (2) normal wearing of the finish in high-traffic areas, pivot points, and seating areas; or (3) other extraordinary circumstances such as high temperature (flooring surface temperatures above 85 degrees Fahrenheit), extreme low humidity (below 35% for an extended period of time) or extreme high humidity (above 55% for an extended period of time). In extreme low humidity conditions (below 35%), planks may shrink and/or exhibit surface checking until the humidity returns to a normal level.

Seasonal Checking: Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all bamboo products and may affect your floor's finish. Checking is not covered under these warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%.

Damage caused by insects or other organisms.

Recoating and finish alterations: Alterations to the finish or non- factory- applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are NOT part of the Finish Warranty, and therefore are NOT warranted by Trinity Bamboo.

Natural Sunlight: The sun and its UV rays cause the aging of bamboo and therefore can cause the bamboo stain to fade and/or change color. Therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use draperies or shades to help block the sun's harmful rays.

Note: A product deformity that is not measurable or that is visible only under certain light or from a certain angle is not considered a defect and is therefore not covered by the warranties hereunder. Possible defects should be evaluated by their visibility from a standing position (5 feet up, 2 feet out) under normal lighting conditions.

Note: You and your installer are responsible for inspecting all flooring and accessories prior to installation. There is no warranty coverage when flooring or accessories with visible defects has been installed. All questions of product quality are to be addressed directly with Trinity Bamboo before installation by calling 1-888-248-6538.

WARRANTY DISCLAIMERS:



ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS SET FORTH ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED HEREIN EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND YOU UNDERSTAND AND AGREE THAT ALL SUCH DAMAGES ARE SOLELY YOUR RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR ANY BREACH BY TRINITY BAMBOO OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE TRINITY BAMBOO PRODUCTS. ANY AND ALL WARRANTIES, EXCEPT THOSE WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF, AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. IN THE EVENT OF A DISPUTE ARISING RELATING TO THE WARRANTIES HEREIN, YOU AND TRINITY BAMBOO MUST, FIRST, ENGAGE IN GOOD FAITH NEGOTIATIONS TO RESOLVE IT. IF GOOD FAITH NEGOTIATIONS ARE UNSUCCESSFUL, YOU AND TRINITY BAMBOO MUST, SECOND, MEDIATE THE DISPUTE WITH A NEUTRAL MEDIATOR. THE MEDIATION CONFERENCE SHALL TAKE PLACE IN THE STATE OF WASHINGTON. IF MEDIATION IS UNSUCCESSFUL, EITHER PARTY MAY BRING A LEGAL ACTION TO ADJUDICATE THE DISPUTE. ANY SUCH LEGAL ACTION SHALL BE BROUGHT IN THE COURTS OF THE STATE OF WASHINGTON. IN THE LEGAL ACTION, THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) FROM THE OTHER PARTY.

Warranty Service:

Trinity Bamboo provides information about proper installation and maintenance of your Trinity Bamboo flooring product in its Installation and Maintenance Guidelines provided in every box of flooring. Much of this information is included in this booklet. If you have other questions, please feel free to call us at 1-888-248-6538.