



WARRANTY AND LIABILITY

1. **Warranty against manufacturing defects:**

YUXI BAMBOO warrants to the original purchaser that its bamboo plank and finish are free from manufacturing defects in material and workmanship at time of purchase.

2. **Lifetime structural warranty**

YUXI BAMBOO offers a lifetime guarantee against delamination to the original purchaser provided the planks are installed and maintained according to YUXI BAMBOO recommendations.

3. **25 year residential finish warranty**

YUXI BAMBOO warrants, to the original purchaser, that the surface finish will not wear through or separate from the wood for a full twenty five years from the date of purchase. This warranty is effective provided the planks are used under normal residential traffic conditions and provided the planks are installed and maintained according to YUXI BAMBOO recommendations.

4. **5 year commercial finish warranty**

YUXI BAMBOO warrants, to the original purchaser, that the surface finish will not wear through or separate from the wood for a full five years from the date of purchase. This warranty is effective provided the planks are used under light commercial traffic conditions and provided the planks are installed and maintained according to YUXI BAMBOO recommendations. Examples of light commercial traffic include schools/classrooms, retail stores, commercial offices, bars, and restaurants.

The warranty set forth above is made subject to the following conditions and exceptions:

It does not extend to or cover any damage, warping, cupping, discoloration or any other defect caused by accidents, alterations, misuse, abuse, and direct exposure to the elements or improper installation.

Recommended care and maintenance provided by YUXI BAMBOO must be adhered to and the flooring be used for its intended purpose. Exposure to extreme heat, dryness, moisture, water saturation (including routine wet mopping) and other sources of extreme moisture or extreme changes in moisture or temperature must be avoided. Alteration or repair that is not manufacturer authorized will void the warranty in its entirety.

Warranty excludes discoloration, scratches, impact damage or wear from heavy furniture or equipment used without proper protection to the floor. Warranty excludes indentations, scratches or surface damage caused by lack of proper maintenance, moisture, water erosion, negligence, spiked heel shoes, pebbles, sand and other such abrasives. Any damage or defects resulting from the settlement or movement of the structure to which the flooring is adhered to is excluded by warranty. Exposure to sunlight over time may bring about subtle changes in the color of the planks; these changes may vary in areas of the floor that receive direct and indirect sunlight. This is not a product defect.

If YUXI BAMBOO determines that a valid claim is made under this warranty, it will repair or replace, at its option, the affected flooring material. This warranty covers the repair or replacement of the affected material only, it does not cover any labor cost or any incidental costs or consequential damages and will be repaired or replaced within a commercially reasonable time period from the date that the claim is deemed valid by YUXI BAMBOO.

If flooring product for which the claim is being made is no longer available, YUXI BAMBOO will replace affected flooring material with product of equal or greater value.

Any claims under this warranty must be made in writing, within 30 days after it has been detected or should have been detected, and mailed to the following address:

YUXI BAMBOO
Claims Department,
YUXI BAMBOO, 501 Doherty Ave., Modesto, CA 95354

If after a reasonable number of attempts YUXI BAMBOO is unable to substantially correct the defect covered under this warranty, YUXI BAMBOO will refund the purchase price for the portion of the floor that is not able to be reasonably corrected. YUXI BAMBOO reserves the right to have a designated YUXI BAMBOO representative inspect the floor and remove samples for evaluation of the claim.

This warranty is not transferable; it extends only to the original consumer purchaser. This warranty is limited to a one time repair or replacement of defective material and shall be the buyer's exclusive remedy. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE AND UNDER NO CIRCUMSTANCES SHALL YUXI BAMBOO BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE OR LIABILITY TO USE THIS PRODUCT OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

YUXI BAMBOO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL EXCEED THE AMOUNTS PAID TO YUXI BAMBOO FOR THE SERVICES AND PRODUCT WHICH PROXIMATELY CAUSED THE EVENT FOR WHICH DAMAGES ARE CLAIMED AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.

Save as provided herein, YUXI BAMBOO shall not be bound by any representations, agreements, undertakings or warranties made by any person whatsoever, whether in the employ of YUXI BAMBOO or not, pertaining to the use or installation of the flooring.

The parties agree that this Agreement and warranty will be governed by the laws of the United States.

FORCE MAJEURE

Neither party hereto will be held responsible for any delay or failure in performance of any or all of the terms of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, riot, strike, embargo, government requirements, earthquakes, civil or military authorities, Act of God or by public enemy, transportation facilities, acts or omissions of carriers or other causes beyond control of YUXI BAMBOO. In such case, the party whose performance is affected or is likely to be affected thereby shall notify the other party of the occurrence of such cause. If, as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than by one month, then the party shall have the right to cancel this Agreement.

This Agreement shall constitute the entire agreement between the parties on the subject matter thereof and shall supersede all and any prior agreement, undertakings, representations and understandings between the parties whether oral or written. Any amendment or alteration to this Agreement shall not be effective unless it is in writing and signed by the parties' duly authorized representatives.

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.