

LAMBOO LIFETIME LIMITED WARRANTY

LIFETIME LIMITED WARRANTY LAMBOO, INC. STRUCTURAL PRODUCTS ("LAMBOO") WARRANTS TO THE "QUALIFIED OWNER" (AS DEFINED BELOW) THAT ITS LAMBOO I BEAM™ JOISTS, LAMINATED VENEER BAMBOO LUMBER, LAMINATED VENEER BAMBOO WINDOW AND DOOR COMPONENTS PRODUCTS (THE "COVERED PRODUCTS") ARE MANUFACTURED IN ACCORDANCE WITH INDUSTRY STANDARDS AND WILL, AS MANUFACTURED, BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE EXPECTED LIFE OF THE STRUCTURE IN WHICH THEY ARE INSTALLED. A "QUALIFIED OWNER" IS THE ORIGINAL PURCHASER OF A NEWLY BUILT STRUCTURE (THE "STRUCTURE") IN WHICH THE COVERED PRODUCTS ARE INSTALLED OR, IN THE CASE OF THE REMODELING OF AN EXISTING STRUCTURE (ALSO A "STRUCTURE"), THE OWNER OF THE STRUCTURE AT THE TIME THAT THE COVERED PRODUCTS ARE INSTALLED. THIS WARRANTY APPLIES TO COVERED PRODUCTS THAT ARE SELECTED, PURCHASED, HANDLED AND INSTALLED AFTER JANUARY 1, 2010 IN ACCORDANCE WITH LAMBOO'S INSTALLATION INSTRUCTIONS FOR THE COVERED PRODUCTS. THIS WARRANTY IS NOT TRANSFERABLE AND IS LIMITED TO STRUCTURES LOCATED WITHIN THE CONTINENTAL UNITED STATES OF AMERICA, ALASKA AND CANADA.

CONDITIONS AND EXCLUSIVE REMEDIES BEFORE LAMBOO WILL HONOR ANY CLAIM UNDER THIS WARRANTY, THE QUALIFIED OWNER MUST GIVE LAMBOO WRITTEN NOTICE NO LATER THAN THIRTY (30) DAYS AFTER DISCOVERY OF ANY DEFECT AND, IN ADDITION, MUST GIVE LAMBOO AN ADDITIONAL THIRTY (30) DAYS THEREAFTER TO INSPECT THE COVERED PRODUCT(S) BEFORE ANY ALTERATION OR REPAIR IS MADE. IF LAMBOO'S INSPECTION CONFIRMS THAT A MANUFACTURING DEFECT EXISTS AND HAS CAUSED A PROBLEM, LAMBOO AT ITS SOLE OPTION, WILL EITHER REPAIR THE DEFECTIVE COVERED PRODUCT, PROVIDE A REPLACEMENT COVERED PRODUCT, OR REIMBURSE THE QUALIFIED OWNER FOR THE REASONABLE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE COVERED PRODUCT (S). THESE REMEDIES ARE LAMBOO'S ONLY OBLIGATION FOR AND, IN ADDITION, ARE THE QUALIFIED OWNER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. ANY DEFECT IN OR DAMAGE TO A COVERED PRODUCT RESULTING IN WHOLE OR PART FROM THE FOLLOWING CONDITIONS IS NOT LAMBOO'S RESPONSIBILITY AND IS NOT COVERED BY THIS WARRANTY: (A) SETTLING OR FAILURE OF THE STRUCTURE'S FOUNDATION; (B) FAILURE TO MEET BUILDING CODE REQUIREMENTS FOR THE ROOF OR FLOOR LEADING TO EXCESSIVE DEFLECTION, STRUCTURAL FAILURE, AND/OR EXCESSIVE MOISTURE EXPOSURE DUE TO THE LACK OF PROPER PROTECTION OF THE COVERED PRODUCT OR INADEQUATE INSULATION, VENTILATION AND/OR VAPOR RETARDERS; (C) CAUSES OTHER THAN NORMAL USE CONDITIONS SUCH AS IMPROPER STORAGE, HANDLING, USE, MAINTENANCE OR INSTALLATION; IMPACT WITH OTHER OBJECTS; EARTHQUAKE, FLOOD, FIRE, ACTS OF GOD OR NATURE; OR ANY OTHER CAUSE BEYOND LAMBOO'S CONTROL; (D) EXPOSURE OR HANDLING THAT IS NOT CONSISTENT WITH GOOD PRACTICE IN THE BUILDING INDUSTRY, INCLUDING MISUSE AND ABUSE AND CONTACT WITH OR EXPOSURE TO ABNORMAL LEVELS OF MOISTURE MORE THAN HUMIDITY LEVELS OF 30% - 50% OR (E) TERMITES, MOLD, MILDEW, FUNGI, ALGAE, MOSS, BACTERIAL GROWTH, DECAY, ROT OR SIMILAR CONDITIONS.

DISCLAIMER OF WARRANTIES THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY LAMBOO WITH RESPECT TO THE COVERED PRODUCTS. LAMBOO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS CONCERNING THE COVERED PRODUCTS. NO LAMBOO EMPLOYEE OR ANY OTHER PERSON IS AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE ANY WARRANTY IN ADDITION TO THE WARRANTY SET FORTH IN THIS CERTIFICATE.

LIMITATION OF REMEDIES AND DAMAGES UNDER NO CIRCUMSTANCES WILL LAMBOO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE IN WHICH THE COVERED PRODUCT(S) IS (ARE) INSTALLED, DAMAGE TO OTHER PROPERTY, AND LOSS OF USE OF THE COVERED PRODUCTS OR OTHER PROPERTY. ANY ACTION OR SUIT RELATING TO THE COVERED PRODUCTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN EXPRESS WARRANTY LASTS, OR DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ALL QUESTIONS CONCERNING THE MEANING OR APPLICABILITY OF THIS LIMITED WARRANTY ARE TO BE DECIDED UNDER THE LAW OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO ITS CHOICE-OF-LAW RULES.