

WHO IS COVERED: This Limited Warranty covers (1) the original purchaser of the products, and (2) the first owner of the property upon which the products were installed. This warranty is freely transferable to subsequent buyers of the property in commercial applications. It is not transferable in residential applications. A “residential application” is any installation of the product on an individual family residence. All other installations will be considered “commercial applications.”

HOW LONG DOES THE COVERAGE LAST: 10 years from the date of original purchase.

DISCLAIMER OF IMPLIED WARRANTIES: FOR CONSUMER TRANSACTIONS COVERED BY THE MAGNUSON-MOSS WARRANTY ACT, THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE ABOVE EXPRESS WARRANTY. FOR ALL OTHER TRANSACTIONS, LAMBOO IMMEDIATELY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS EXPRESS WARRANTY SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS CONCERNING THE PRODUCTS. NO LAMBOO EMPLOYEE, SALES REPRESENTATIVE OR ANY OTHER PERSON IS AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE ANY OTHER WARRANTY IN ADDITION TO THE WARRANTIES SET FORTH IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

WHAT IS COVERED: Any defect in materials and workmanship of your Lamboo Elements product.

WHAT IS NOT COVERED: Damage to your products resulting in whole or in part from:

- Failure to follow Lamboo’s installation guidelines (if applicable)*
- Failure to meet building code requirements for the roof or floor, leading to excessive deflection, structural failure, or excessive exposure to moisture
- Improper storage, handling or use that is not consistent with good practice in the building industry
- Settling or failure of the structure’s foundation
- Impact Damage, indentations, scratches, or surface damages caused by normal wear and tear of the material(s)
- Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces)
- Normal weathering from exposure to sunlight, which causes natural discoloration and fading
- Staining from foreign substances (such as dirt, grease, oil, etc.)
- Applications where the materials are submerged in water or below grade
- Acts of God such as but not limited to: earthquake, flood, fire, or any other cause beyond Lamboo’s control
- Failure to properly finish products

In addition, Lamboo does **not** warrant third-party mounting hardware, including without limitation mounting clips, hidden fasteners, Z-clips, and other mounting devices.

Lamboo does **not** warranty any products that have been glued or adhered directly to other materials or surfaces used in exterior applications.

Secondary fabrication that is **not** performed by Lamboo, including without limitation cutting, drilling or milling, **will invalidate this warranty** unless it is pre-approved by Lamboo in writing.

MAINTENANCE GUIDELINES: As set forth in the below proration table, failure to properly maintain your Lamboo products will result in a reduced recovery for your warranty claim. *Lamboo’s installation and maintenance guidelines can be found on its website at www.lamboo.us.

WARRANTY UPDATES: Lamboo occasionally makes important updates to its product warranties. Please refer to Lamboo’s website at www.lamboo.us to ensure you are referencing the most recent version of this Warranty at the time of purchase.

HOW TO FILE A CLAIM: In order to make a claim under this warranty, you must give Lamboo written notice no later than thirty (30) calendar days after discovery of a defect. The written notice must specifically identify the defect, as well as include a copy of the original paid in full invoice and photos of the completed project and discovered defect. Written notice must be mailed to the following address: Lamboo Technologies, LLC, ATTN: Claims Department, PO Box 195, Litchfield, IL 62056. After providing written notice, you must give Lamboo at least thirty (30) calendar days to inspect the products before you make any further alterations or repairs.

WHAT LAMBOO WILL DO: If a manufacturing defect exists, Lamboo at its sole option will either ship replacement products or refund the original purchase price according to the following proration table:

PRORATION OF LIMITED WARRANTY ON MATERIALS ONLY
(SEPARATE LIMITED WARRANTY ON FINISHES SET FORTH BELOW)

| Year of Claim – Residential* | Year of Claim – Commercial* | Year of Claim- Non-Maintained Materials** | Year of Claim- Unfinished Materials | Year of Claim- Finished by 3 rd Party*** | Recovery Percentage |
|------------------------------|-----------------------------|---|-------------------------------------|---|---------------------|
| 1 | 1 | 1 | 1 | 1 | 100% |
| 2 | 2 | 2 | | 2 | 90% |
| 3 | 3 | 3 | | 80% | |
| 4 | 4 | | | 70% | |
| 5 | | | | 60% | |
| 6 | | | | 5 | 50% |
| 7 | | | | 40% | |
| 8 | | | | 30% | |
| 9 | | | | 20% | |
| 10 | 6-10 | 4-10 | 2 | 3-10 | 10% |

**These columns only apply if the material was finished by Lamboo and properly maintained according to the Finishing, Care, and Maintenance Guidelines for Exterior Products.*

***This column only applies if the material was finished by Lamboo but not properly maintained according to the Finishing, Care, and Maintenance Guidelines for Exterior Products.*

****If a third-party applied the initial finish to the material this column will apply, regardless of whether the material was properly maintained following installation.*

If Lamboo elects to refund the original purchase price, it will only refund the applicable percentage listed above for the products found to contain a manufacturing defect. If Lamboo elects to provide replacement materials, it will only replace that percentage listed above of the products found to contain a manufacturing defect.

Under no circumstances will Lamboo be responsible for installation, removal, repair, construction, labor, maintenance or similar costs. These costs will be your responsibility.

LIMITED WARRANTY ON FINISHES: In addition to the Limited Warranty on Materials set forth above, Lamboo Elements products that have been *finished by Lamboo* will have a one (1) year limited warranty from the date of original purchase on the stain/finish/coating system for **only** vertical applications. Lamboo does **not** warranty any stain/finish applied by Lamboo for horizontal/flat applications. **Lamboo does not warrant the finish on products finished by third parties.** In addition, this one (1) year limited warranty on finishes does not apply to clear-coated materials or coastal installations near saltwater.

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 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 LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO ITS CHOICE-OF-LAW RULES.

NO WAIVER: Lamboo may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Lamboo's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

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