



LIMITED WARRANTY - LAMBOO SURFACE – STAIR TREAD AND HANDRAIL PRODUCTS

WHO IS COVERED: This Limited Warranty covers the original end-user of the product(s) and is non-transferable.

HOW LONG DOES THE COVERAGE LAST: 5 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 Surface Stair Tread and Handrail product(s).

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

- Failure to follow Lamboo’s installation and/or maintenance guidelines (if applicable)*
- Improper storage, handling or use that is not consistent with good practice in the building industry
- Exposure to temperatures above 100° F
- Exposure to moisture levels below 35% or above 55%
- 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 wear resulting from regular use and physical contact with the product(s).
- Staining from foreign substances (such as dirt, grease, oil, solvents, etc.)
- Applications where the materials are submerged in water or below grade
- Failure to properly finish products

In addition, Lamboo does not warrant third-party hardware, including without limitation mounting hardware and fastening devices.

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.

*Lamboo’s installation and maintenance guidelines can 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:

| Year of Claim | Recovery Percentage |
|---------------|---------------------|
| 1 | 100% |
| 2 | 50% |
| 3 | 30% |
| 4 | 20% |
| 5 | 10% |

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 set forth above, Lamboo Surface Stair and Handrail 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 applied to the finished product(s). 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 products utilized in commercial environments. Please consult with Lamboo regarding intended product application(s) prior to installation.

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.