

BAMBOO FLOOR WARRANTY

Lifetime Structural Warranty.

The manufacturer warrants that it will replace, less the recommended ten per cent allowance for installation waste, any planks with defective bonding, at no cost to you, the original end-consumer, as long as you own your home. The manufacturer is not responsible for accidental moisture problems such as dishwasher, toilet, and bathtub overflows. You, the original end-consumer, are protected from separation within the laminated boards.

25 Year Pre-Finish Warranty for residential use.

The manufacturer warrants that the aluminum oxide pre-finish on the bamboo flooring will not wear through for 25 years from the date of purchase in residential applications, subject to the provisions in this document. Moldings are not covered. Our installation and maintenance instructions must be followed as a condition for this warranty to have effect.

This warranty excludes any indentations, scratches, or damage caused by lack of proper maintenance, misuse, excessive heat or excessive dryness, negligence, spiked heel shoes, pets, insects, water, moisture, erosion, pebbles, sand, other abrasives, insufficient protection on furniture, wet mopping, or failure to follow all the written maintenance instructions. The vendor cannot be held responsible for damage to newly installed floors by other trades or by the consumer or conditions beyond the manufacturer's control. Protect floors when moving furniture or when equipment or appliances are left standing on newly installed floors. Natural floors, due to their nature, are subject to seasonal contraction and expansion. It is the customer's responsibility to provide and maintain necessary humidity levels. A minimum temperature of 65° F (18° C) should be maintained prior to, during, and 48 hours after installation. Sub-floor must be dry and within four per cent of the moisture content of the bamboo flooring. All resilient floors are subject to indentations by furniture and other objects (e.g. women's stiletto heels that have too small a bearing surface). Owners are advised to protect new floors with suitable furniture rests. In areas where flooring is to be installed, the sub-floors must be smooth, level, clean, free of contaminants, and dry. You shall be responsible for the performance of the sub- floor.

This Warranty does not cover damage or defects resulting from or in any way attributable to:

1. Improper storage, handling or installation of the Flooring (including improper installation of joists and sub-flooring or improper surface preparation);
2. Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, application of solvents, corrosives or other chemicals to the Flooring, color change, fading or damage due to exposure to the sun, excessive pivot and point-loads, spike-heeled shoes, unpadded furniture feet, water, damage from sand, pebbles or other abrasives, or other unintended uses;
3. Insect infestation after shipment from point of origin;
4. Stains and finishes;
5. Improper alterations of original manufactured product;
6. Moisture problems (including sub-floor moisture, leaks, rain, wet mopping, etc.) or excessive dryness or heat.
7. Settlement or movement of the structure to which the Flooring is attached;
8. Variations in color, grain and markings that exist in the Flooring when new (such variation in bamboo is a natural consequence of varying exposure to sunlight or UV light);

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9. Installation over radiant floor heating; or
10. Installation of flooring over visible defect.

What happens in the unlikely event you have a claim:

This warranty applies only to the original purchaser and is not transferable. If a claim occurs within 25 years following the date of purchase and meets the above conditions, BuildDirect, at its option, will repair, replace, or refund the cost of the defective materials. If the product for which a claim is made is no longer available, the customer shall be able to choose from BuildDirect's current product range of equal value. BuildDirect warrants repaired or replaced products for the remainder of the original warranty period only. BuildDirect reserves the right to inspect the installed planks and to remove samples if needed for analysis.

The manufacturer or its representative reserves the right to visit the premise of the original installation site, where the product claim is generated. The manufacturer or representative will inspect the product in dispute and may remove samples, take pictures and/or conduct technical analysis of the original installation site. Failure of the owner to provide reasonable access to the claim area or to provide requested information and/or documentation may result in negation of the claim, thus it may void the warranty.

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To make a claim under this Warranty, contact BuildDirect within thirty (30) days following the date of discovery or detection of a warranty claim. An original proof of purchase (including the date of purchase) must be presented when requesting warranty service. This Warranty, dated January 1, 2019, supersedes all BuildDirect previously issued.

Disclaimer of Warranty:

Except for the foregoing warranty, BuildDirect disclaims, to the fullest extent permitted by federal and state law, all other warranties and guarantees, whether express or implied. Including any implied representation or warranty as to merchantability or fitness for any particular purpose. In no event will BuildDirect be liable for consequential, incidental, special or exemplary damages. (Some states do not allow for the exclusion of consequential damages, so this exclusion of consequential damages may not apply to you.) This warranty gives you specific legal rights and you may have other rights that may vary from state to state. The foregoing warranty constitutes the entire agreement of the parties, and no waiver or amendment shall be valid unless in writing and signed by authorized representatives of BuildDirect.