

# Limited Warranty for Domestic or Commercial Use Bamboo Forest Flooring

Effective from 1 October 2015 until further notice

Plantation wants you to be happy and confident in your investment, and is committed to providing the finest bamboo flooring products in the market.

The Plantation name is synonymous with quality, durability, beauty and uniqueness. Our superior design, production technologies and style allow us to provide one of the best warranties in the industry subject only to a few common sense exclusions.

The warranties (Warranties) given below are the only warranties given by Plantation for this specific product (Product). These Warranties supersede any prior, contrary or additional representations, whether oral or written. Plantation disclaims all other warranties, whether express or implied, including any warrant of merchantability, any warrant of fitness for purpose or any implied warranty arising from dealing with or use in trade. For these Warranties to apply, all conditions, specifications and instructions (including installation or handling instructions) stipulated by Plantation must be adhered to by you and any installer contracted by you. Details of such conditions, specifications and other instructions can be found at [www.plantationbamboo.co.nz](http://www.plantationbamboo.co.nz).

## 15 Year Structural Warranty

Plantation warrants that the flooring sold under this Warranty is, at the time of sale, free from defects in material and manufacture. Plantation further warrants that when professionally installed according to Plantation specifications and when maintained according to Plantation instructions and used for its intended purpose, the flooring will not delaminate, separate, buckle or cup as a result of a manufacturing defect for fifteen (15) years from the date of sale.

The Plantation Installation and Care Instructions MUST be followed as a condition for these Warranties to have effect. You may obtain these instructions directly from Plantation by sending an email request to [steve@plantationbamboo.co.nz](mailto:steve@plantationbamboo.co.nz) or from the Plantation Bamboo website, [www.plantationbamboo.co.nz](http://www.plantationbamboo.co.nz).

**These Warranties do 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, colour change, fading or damage due to exposure to the sun, spike heeled shoes, unpadded furniture feet, water,

damage from sand, pebbles or other abrasives or other unintended uses; insect infestation after shipment from the point of origin.

3. Stains and finishes.
4. Improper alterations of original manufactured product.
5. Moisture problems (including subfloor moisture, leaks, rain, wet mopping, etc.) or excessive atmospheric conditions i.e. humidity, dryness or heat.
6. Settlement or movement of the structure to which the flooring is attached.
7. Natural events such as hurricanes, tornadoes, earthquakes and floods.
8. Variations in colour, grain and markings that exist in the flooring when new (such variation in bamboo is a natural occurrence, so that the flooring may not match display samples) or that develop over time because of varying exposure to sunlight or UV light.
9. Installation of flooring with visible defects.
10. Noise or creaking of the finished floor.

## What Plantation will provide if the flooring is non-compliant

If during the applicable Warranty Period, the flooring does not conform to the preceding Warranties, the owner of the flooring shall notify Plantation and within a reasonable time Plantation will provide, at its option, one of the following.

1. Repair of any non-compliant or defective flooring (for defects in finish, this means refinishing the affected boards)
2. Provision of compliant boards to replace any non-compliant boards. This allowance shall be included only during the first two years of use and includes the cost of removal of non-compliant boards and fixtures installed on the flooring
3. Refund of the purchase price for any non-compliant boards that have not been installed, or
4. Refund of the percentage of the purchase price for the non-compliant boards equal to the percentage of the Warranty Period remaining when Plantation is notified of the non-conformity.

These remedies shall be the exclusive and sole remedies for any breach of Warranty.

## Limited Warranty

### CONTINUED

If the flooring does not comply with the Warranty, the owner of the flooring must notify Plantation in writing at the address below within thirty (30) days after discovering the non-conformity. The notice must describe the nature of the nonconformity including location, installation date, installer's name and contact details.

The owner must give Plantation a reasonable opportunity to examine the claimed non-conformity before undertaking any repairs, removal or replacement. The owner must present the original invoice, bill or other proof of the date of purchase.

Compliance with the requirements of this paragraph is a condition to coverage under the Warranty: if these requirements are not complied with, Plantation will have no obligation to remedy any non-conformities.

### Exclusion of Incidental and Consequential Damages

In no event shall Plantation be liable for any incidental, special, indirect or consequential damages, whether resulting from delayed or non-delivery, or the Product or from the use, misuse, or inability to use the Product, incorrect installation of the Product or from defects in the Product.

**Please view [www.plantationbamboo.co.nz](http://www.plantationbamboo.co.nz) for further product information.**

### Contacts

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