

Limited Warranty for Domestic or Commercial Use Interior Bamboo Panels

Effective from 1 October 2015 until further notice

Plantation wants you to be happy and confident in your investment. Plantation is committed to providing the finest bamboo 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 fabrication 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.

15 Year Structural Warranty

Plantation warrants that the bamboo sold under this Warranty is, at the time of sale, free of defects in material and manufacture, and that it adheres to our strict specifications for the bamboo model.

Plantation further warrants that when professionally fabricated, the Plantation Bamboo Interior Panels will not delaminate or separate as a result of a manufacturing defect for a period of 15 years from the date of sale.

The Plantation fabrication 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 or from the Plantation Bamboo website, www.plantationbamboo.co.nz.

These Warranties do not cover damage or defects resulting from or in any way attributable to:

1. Exposure to variations in heat, humidity, moisture or dryness, including water saturation, or any other sources of relative moisture, or changes in ambient moisture or humidity.
2. Impact damage, normal wear and tear, dimples, gouges, scratches or surface damage caused by failure to protect and maintain material properly.
3. Variations in color, grain, natural characteristics or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight or other environmental conditions.
4. Improper storage, handling, fabrication and installation of Plantation Bamboo Interior Panels (includes improper installation of substructure/subsurface material and its preparation).
5. Misuse, negligence, lack of maintenance, application of solvents (including corrosives or other chemicals) presence of abrasives (such as sand, pebbles, rocks etc).
6. Color changes, fading, or damage caused by the sun, and excessive point loads where proper protection is not used.
7. Moisture problems at site, movement or settling of the structure or substructure material to which Plantation Interior Panels are attached.
8. Natural catastrophic events or events beyond the control of the manufacturer.

As with any natural product, slight variations and inconsistencies inherent in the product occur (such as minor surface imperfections), and are considered normal and acceptable within the product's manufacturing guidelines. If unacceptable panels are found, prior to or during the installation, they are NOT to be installed, and should be set aside.

All panels must be reviewed with regards to quality prior to the installation. Installation of Plantation Bamboo interior panels with visually unacceptable defects is not a warrantable claim.

What Plantation will provide if the panels are non-compliant

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

1. Provision of compliant panels to replace any non-compliant panels. This allowance shall be included only during the first two years of use and includes the cost of removal of non-compliant panels and fixtures installed on the panels
2. Refund of the purchase price for any non-compliant panels that have not been installed, or
3. Refund of the percentage of the purchase price for the non-compliant panels 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.

If the panels do not comply with the Warranty, the owner of the panels must notify Plantation in writing at the address below within thirty (30)

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days after discovering the non-conformity. The notice must describe the nature of the non-conformity including location, fabrication date, joiner'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, of the Product or from the use, misuse, or inability to use the Product, incorrect fabrication of the Product or from defects in the Product.

Please view www.plantationbamboo.co.nz for further product information.

Contacts

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