

Limited Warranty for Domestic or Commercial Use

Plantation XTR 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, such as Plantation XTR Panels.

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 guarantees the construction and lamination of Plantation XTR Panels for a period of 15 years from the date of purchase in accordance with the following provisions.

1. The Plantation XTR Panel is a natural forest product, which varies in colour, grain and appearance. Colour change will happen over time, depending on the maintenance schedule. Colour change cannot be a reason to make a claim.
2. This warranty does not cover damage caused by misuse, accidents, insect infestation, force majeure and damage caused under normal residential circumstances.
3. Also not covered are purely visual impairments such as imprints, joints, discolouration by light, seasonal climate-related deformation or wear of the surface coating.
4. Damage resulting from improper fabrication, installation, cleaning or maintenance of the surface coating, or mechanical or chemical damage, are also excluded from this warranty.
5. This warranty statement supersedes all previous statements; the granting of the manufacturer's warranty applies only to the current version.

6. Cracks on the surface and on the end of the panel can arise from the different drying characteristics of the surface and crosscut ends. This phenomenon is normal for most wood species and cannot be a reason to make a claim.
7. The surface sides of the panel will get rougher and will splinter over time as a result of constant shrink and swell of the panel due to dry and wet climate conditions. This phenomenon is normal for most wood species and cannot be a reason to make a claim.
8. Some minor dimensional change or cupping of the panel can occur after installation. This phenomenon is normal for most wood species and cannot be a reason to make a claim.

Warranty Conditions

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

1. No claims can be accepted after fabrication of materials if defects could have been detected before fabrication. This warranty does not cover damage that was caused by third parties (e.g. transport damage).
2. A claim does not lead to an extension of the warranty period.

What Plantation will provide if the XTR Panel is non-compliant

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

1. Repair of any non-compliant or defective XTR Panel (for defects in finish, this means refinishing the affected panels)
2. 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
3. Refund of the purchase price for any non-compliant panels that have not been installed, or

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- 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 XTR Panel does not comply with the Warranty, the owner of the XTR Panel must notify Plantation in writing at the address below within 30 days after discovering the non-conformity. The notice must describe the nature of the non-conformity, including location, installation 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 installation of the Product or from defects in the Product.

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

Contact

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