



Grass Elements Commercial Bamboo Flooring Warranty

Grass Elements ... Elements for Home, Business & Life

THIS WARRANTY APPLIES TO GRASS ELEMENTS COMMERCIAL SOLID BAMBOO FLOORING PURCHASED FROM A GRASS ELEMENTS APPROVED VENDOR.

1. Structural Warranty. Grass Elements warrants that the commercial flooring sold under this Warranty (“Flooring”) is, at the time of sale, free from defects in material and manufacture and that it conforms to Grass Elements’ standard specifications for the particular flooring model. Grass Elements further warrants that when professionally installed according to Grass Elements specifications and when maintained according to Grass Elements instructions and used for its intended purpose, the Flooring will not delaminate, separate, buckle, or cup as a result of a manufacturing defect for ten (10) years from the date of sale (the “Structural Warranty Period”).

2. Commercial Finish Warranty. Grass Elements warrants that the factory-installed finish on the Flooring is, at the time of sale, free from defects in material and manufacture and that it conforms to Grass Elements standard specifications for the finish. Grass elements further warrants that when the Flooring is maintained according to Grass Elements instructions and used for its intended purpose, the finish will not wear through to the underlying Flooring or separate from the Flooring as a result of manufacturing defect for ten (10) years from the date of sale (the “Finish Warranty Period”). This warranty does not cover scratches, reduction in the shine of the finish, fading, or damage to the finish caused by damage to the underlying Flooring.

The Grass Elements installation and maintenance instructions **MUST** be followed as a condition for these Warranties to have effect. You may obtain these instructions directly from Grass Elements by calling or faxing Grass Elements.

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 the 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. Natural events such as hurricanes, tornadoes, earthquakes, excessive humidity, and floods;
9. Variations in color, grain and markings that exist in the Flooring when new (such variation in bamboo is a natural occurrence, so that Flooring may not match display samples) or that develop over time because of varying exposure to sunlight or UV light;
10. Installation over radiant floor heating with a surface temperature in excess of 85° F; or
11. Installation of Flooring with visible defects. Installer should inspect each Grass Elements Bamboo plank for quality, color and finish before installation. If not 100% satisfied return the uncut plank to your dealer. Grass Elements will replace it at no cost (material only). Grass Elements and its distributor will not take responsibility for complaints about quality and color variation of Flooring after installation except for the cases described in the Finish and Structural Warranty.

This Warranty extends to the buyer and to the owner of the first structure in which the Flooring is installed during the Warranty period.

IF FLOORING IS NON-CONFORMING

Grass Elements will replace any defective planks (materials only) if the pre-finished surface wears through during the warranty period. Grass Elements will replace any defective planks (materials only) caused by separation of laminated boards, unsightly cupping of planks, or buckling due to expansion and warping of boards during the warranty period. If the Flooring does not conform to the Warranty, the owner of the Flooring must notify Grass Elements in writing at the address below within 30 days of discovering the nonconformity. This warranty is valid only if the owner can provide an original proof of purchase. As a condition of coverage under this Warranty, the owner must provide Grass Elements with a reasonable amount of time to evaluate the nonconformity before undertaking repairs, removal, or replacement.

LIMITATIONS

Unless otherwise precluded by the law in your state the above warranties are the complete warranties offered by Grass Elements and are in place of all other express and/or statutory warranties including the implied warranties of merchantability and fitness for a particular purpose. Grass Elements does not assume the liability for incidental or consequential damage.