

# Limited Warranty for Plywood

This warranty applies solely to plywood panels sold by Ambient Bamboo Products Inc. (“Ambient”, “We”, and “Our”) to the original purchasing individual (“You” and all other forms). This warranty does not cover products that are not purchased directly from Ambient

**WARRANTY COVERAGE:** We guarantee that our Ambient plywood is free of manufacturing defects and will remain free of said defects during the term of the warranty period when used for the intended purpose.

**WARRANTY PERIOD.** 3 years from date of purchase.

**WARRANTY TERMS.** There are a number of circumstances under which the terms of the warranty will be caused to be made invalid or will not apply including:

- Improper acclimation prior to installation or milling (72 hours required).
- Poor storage, improper handling or inappropriate installation of any product under warranty.
- Infestation from insects following shipment from the Ambient or other distribution depot.
- Any damage caused during shipping is the sole responsibility of the shipping company.
- Changes caused to the expansion or contraction or surface resulting from changes in heat, humidity, moisture or dryness (to include water saturation).
- Variations in the surface of Ambient products including the color, markings, patterns and fading that occur naturally or may develop naturally over time.
- If Ambient flooring products are subjected to abuse, poor ongoing maintenance, misuse, or subjected to corrosive chemicals or liquids, the warranty is termed invalid.
- The warranty does not cover for impact damage, scratches and surface damage that occur either because of normal wear and tear or through the product not being protected or maintained properly.

**WARRANTY CLAIMS.** If you have received a flooring product from Ambient Bamboo Products Inc., and it does not conform to the conditions of your warranty:

- You are required to submit in writing your claim within 30 days of detecting the defect, or at least within the normal exercise of due care and attention.
- Ambient requires a reasonable opportunity to inspect the damaged, defective or non-conforming flooring product before any action is taken: including repair, removal or replacement under the terms of the warranty.
- Failure to comply with the above could affect the terms of warranty.

**WARRANTY REMEDIES.** After being notified of a defect or any non-conformity, it is at the discretion of Ambient Bamboo Products Inc. to:

- Replace the product all or in part.
- Issue a full or partial refund.

Ambient Bamboo Products Inc. shall not be liable for the cost or damages that are associated with any removal or reinstallation of the product, nor the cost involved in the removal of fixtures or fittings.

**IMPLIED WARRANTIES.** The associated warranty is the sole and exclusive warranty given by Ambient and supersedes all other warranties or representations including:

- Warranty of Merchantability
- Warranty of Fitness for a Particular Purpose
- Warranties offered from the course of dealing, course of performance, or usage of trade.

Implied warranties that have been imposed by operation of law shall not exceed the shortest applied period of warranty under this agreement or imposed by operation of law. In certain states there is no exclusion of limitation of implied warranties allowed – you should check with your state legislature to see if this is the case.

Exclusion of Incidental and Consequential Damages: Ambient is not liable for costs alleged to have occurred under the warranty which can be classed as incidental, special, indirect or consequential damage. We are also not liable for costs due to failure of delivery of goods, or damage from any use, misuse or inability to use the product due to defects in the product. The liability of Ambient should not, under any circumstances, exceed the original purchase cost of the products. Please check whether the state in which you live allows such exclusions to be applied.

Ambient Bamboo Products Inc.

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