

Limited Warranty

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Ambient Bamboo Products, Inc. (“Ambient”) warrants to the original end-user purchaser that, for the applicable warranty period stated below, the covered product(s) described below (the “Product(s)”) will be reasonably free of defects in materials and workmanship, and that when properly handled and installed, will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty only applies to Products which are used, stored, handled, and installed in the manner recommended by Ambient, as further described below. The scope of Products covered by this Limited Warranty is limited solely to flooring, moldings, trim and stair pieces.

Covered Products and Warranty Periods

When installed in a residential location, and to the extent the location continuously retains its exclusively residential, non-commercial use, Ambient provides a “same-owner structural warranty,” meaning that Ambient warrants that its pre-finished bamboo/eucalyptus flooring will not experience structural defects for as long as the original end-user purchaser maintains a continuous ownership interest in the residential structure in which the Product was originally installed. When installed in a commercial or otherwise non-residential location, Ambient provides a “fifteen year same owner structural warranty,” meaning that Ambient warrants that its pre-finished bamboo/eucalyptus flooring will not suffer from structural defects for a period equal to the lesser of: fifteen (15) years immediately following the date of initial delivery by Ambient, or the period during which the original end-user purchaser maintains a continuous ownership interest in the structure in which the Product was originally installed. If the Product is installed in a residential setting but the setting is thereafter put to a commercial or non-residential use, the warranty period shall then be the lesser of: fifteen (15) years immediately following the date of initial delivery by Ambient, or the period during which the original end-user purchaser maintains a continuous ownership interest in the structure in which the Product was originally installed.

When installed in a residential location, and to the extent the location continuously retains its exclusively residential, non-commercial use, Ambient provides a “same-owner finish warranty,” meaning Ambient warrants that the aluminum oxide polyurethane premium strength finish on the Product will not wear through for as long as the original end-user purchaser maintains a continuous ownership interest in the residential structure in which the Product was originally installed. When installed in a commercial or otherwise non-residential location, Ambient provides a “fifteen year same-owner finish warranty,” meaning that Ambient warrants that the aluminum oxide polyurethane premium strength finish on the Product will not wear through for a period equal to the lesser of: fifteen (15) years immediately following the date of initial delivery by Ambient, or the period during which the original end-user purchaser maintains a continuous ownership interest in the structure in which the Product was originally installed. If the Product is initially installed in a residential setting but the setting is thereafter put to a commercial or non-residential use under light commercial foot traffic conditions, the warranty period shall be equal to the lesser of: fifteen (15) years

immediately following the date of initial delivery by Ambient, or the period during which the original end-user purchaser maintains a continuous ownership interest in the structure in which the Product was originally installed. Ambient makes no Limited Warranty of the finish on the Product when the Product is installed in a commercial or non-residential location that is subject to greater or more punishing traffic levels than light commercial foot traffic. This light commercial warranty applies only to the following types of indoor installation locations: retail stores, medical offices, restaurants, hotels, offices, restaurants, and institutional/educational facilities. Notwithstanding anything to the contrary in this paragraph, Ambient makes no warranty of the finish on any hard wax/oil flooring Product. Loss of luster is an industry standard and is not considered wear-through of the finish.

Ambient warrants that its flooring Products shall be free of manufacturing defects caused by improper milling, grading, staining or coating for one (1) year immediately following the date of original delivery by Ambient. Milling, grading, staining or coating variations or errors of five percent (5%) or less of industry standard shall not be a manufacturing defect for these purposes.

Ambient warrants that its cover moldings, trim and stair pieces shall be free of defects in their structure or finish for ninety (90) days following the date of initial delivery by Ambient.

Our 9/16" thick multi-ply engineered bamboo flooring is warranted over radiant heat, and must be used in combination with an IXPE closed cell 3 in 1 underlayment with a minimum thickness of 2mm. Our solid bamboo floors must be glued down using a vapor lock glue and that the thickness/spread rate must be at least 2mm of glue. Eucalyptus floors are not warranted over radiant heat systems.

Ambient will, at its option, repair or replace Products without charge if the Products fail or do not perform as warranted within the applicable warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during the applicable warranty period shall not include any labor charges to repair or remove the defective product, nor shall it include costs associated with removal, repair or replacement of fixtures, hardware or decorative floor, wall, or ceiling treatments. Ambient's obligation to repair or replace shall further be limited to repair or replacement with the styles, types, and colors of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that does not conform to the Limited Warranty. Any repaired or replaced Product shall remain subject to the original warranty period from the date of the original delivery by Ambient, and any repair or replacement shall not extend the original warranty period in any manner, or start a new warranty period.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OR ALL OF THE ABOVE TIME LIMITATIONS MAY NOT APPLY TO YOU.

No Transfer of Warranty

This Limited Warranty extends only to the person or entity that owns the structure in which the Product is first installed after its purchase from Ambient, and only to the extent such first installation is completed within eighteen (18) months after Ambient initially delivers the Product. In all cases, the warranty period shall extend and be calculated from the date on which delivery is first made by or taken from Ambient. For example, if an end user purchases the Product directly from Ambient and installs it (within 18 months after initial delivery) in a structure owned by that end user, the warranty period shall extend and be calculated from the date on which the end user takes delivery of the Product from Ambient. If an end user purchases the Product from a retailer and installs the Product in a structure owned or leased by that end user, the warranty period shall extend and be calculated from the date on which the retailer takes delivery of the Product from Ambient, and only to the extent the end user submits to Ambient proof of the date of purchase from the retailer, and of the date of installation (which must be within 18 months after Ambient delivered the Product to the Retailer).

Disclaimer of Warranties

The Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Ambient, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Ambient's installation guide and maintenance guide are available below:

Installation Guide: <https://www.ambientbp.com/pdf/bamboo-flooring-installation-instructions.pdf>

Maintenance Guide: <https://www.ambientbp.com/pdf/maintenance-instructions-bamboo-floor.pdf>

You may also obtain these materials by contacting Ambient at 866-710-7070 or via email request at info@ambientbp.com.

Wood flooring products have natural color variations, and characteristics of flooring may vary between species of wood. Ambient does not warrant that the color of delivered or installed Product will be the same as the color of Product samples. Ambient Products have UV protection layering, but Ambient does not warrant against the fading of color or the loss of color arising from exposure to sunlight. Ambient disclaims any and all warranties that the Product will not discolor over time. When protective or other coverings are placed on a floor for extended periods of time, different levels of sunlight will strike the covered and uncovered areas of the floor, and Ambient does not warrant against uneven discoloration caused by portions of a floor being covered while other portions of the floor are uncovered.

Ambient provides no warranty for any Product that is purchased at or through a building materials auction reseller or on any items sold at clearance prices.

In addition, this Limited Warranty does not cover defects or conditions caused by:

1. Non-compliance with Ambient's installation guide or maintenance guide;
2. Expansion and contraction of the product due to improper acclimation,
3. Expansion and contraction of the product due to excessive moisture or excessive dryness in the environment in which the Product is installed, exposure to standing water or other liquids, or flooding;
4. Exposure to physical abuse, including but not limited to heavy furniture resting on or rolling across the Product, furniture or other heavy items being dropped on the Product, furniture or other heavy items being moved across the Product, or excessive dusting, steam cleaning, or wet mopping;
5. Application of chemicals to the Product, including but not limited to application of detergents, sprays, cleansers, cleaning products, maintenance products or solvents;
6. Exposure to excessive heat or cold;
7. Color variance between planks, color markings or stains within planks, or pattern or other marks caused by machining or milling;
8. Insects, pets, or other animals;
9. Improper use or maintenance of the Product after delivery;
10. Improper storage or handling of the Product after delivery and prior to installation;
11. Improper installation of the Product;
12. Excessive sanding of the Product;
13. Damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
14. Unreasonable or unintended use of the Product;
15. Product that is installed despite known or visible manufacturing defects in the Product at the time of installation, including but not limited to installation of the product over a known or visible structural defect in the structure to which the flooring is attached;
16. Minor conditions such as stains or scratches. Any condition that affects less than 10% of the total installed floor shall generally be considered a minor condition outside of the scope of warranty.

Any information or suggestion by Ambient with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY AMBIENT IN CONNECTION WITH THESE PRODUCTS. AMBIENT CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY AMBIENT ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY AMBIENT IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, AMBIENT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. AMBIENT'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF AMBIENT, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL AMBIENT BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Asserting a Warranty Claim

To make a claim or for service under this Limited Warranty, you must notify Ambient in writing, providing the date of claim, contact information of claimant, address of installation, installer's contact information, description of the product involved, and nature of the defect at info@ambientbp.com.

At Ambient's sole option, Ambient may retain the services of, or require the claimant to retain the services of, as a condition of warranty coverage, an NWFA-certified or CFI-certified Wood Flooring Inspector to examine the Product and its installation. Such inspection, if requested by Ambient, must take place within the earlier of: (1) sixty (60) days after the claimant becomes aware of the subject condition, or (2) forty five (45) days Ambient is informed of the subject condition. The findings of the inspection shall not be binding on Ambient or dispositive of any warranty dispute, but if the inspection finds that a defect exists in the Product within the scope of this Limited Warranty, Ambient may reimburse the claimant for the commercially reasonable cost of the inspection, in addition any other remedy, at its sole discretion, that may arise under the Limited Warranty.

This Limited Warranty shall be interpreted under and by the laws of the State of Maryland, excluding conflicts of law provisions. Any action to enforce or interpret the terms of this Limited Warranty shall be brought exclusively in the courts of the State of Maryland (or the counties thereof) sitting in Howard County, Maryland, or (to the extent the requirements of federal court jurisdiction are satisfied) in the courts of the United States sitting in the State of Maryland, and by accepting delivery of the Product the customer and/or end user consents to the exclusive jurisdiction and proper venue of such courts.

Contact Information

Any question concerning this warranty should be addressed to:

Ambient
Attn: Warranty Claims
8230 Preston Court Unit C
Jessup, MD 20794
(866) 710-7070