



## Cali Bamboo LLC Limited Warranty – Cali Turf

### Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the “**Original Purchaser**”) of the Turf (defined below) from Cali Bamboo or an authorized Cali Bamboo seller, and, (b) if the Original Purchaser is not the owner of the **Residential Property** or **Light Commercial Property** on which the Turf is installed, to the owner of the Residential Property or Light Commercial Property at the time of installation (the “**Original Owner**”) (the Original Purchaser and the Original Owner of the Turf subject to this limited warranty are referred to as the “**Warranty Holder**”). “Residential Property” shall refer to a single-family residential home, while “Light Commercial Property” shall refer to anything other than a single-family residential home that does not experience moderate or heavy commercial traffic.

Cali Bamboo LLC (“**Cali Bamboo**”) warrants that its Cali Turf (the “**Turf**”), excluding accessories, during the applicable warranty periods set forth in subsections 1) and 2) below (each, a “**Warranty Period**”), will comply with the following:

1. The Turf shall be free of manufacturing or material defects (“**Manufacturing Defects**”) under normal use for a period beginning on the date of purchase by the Original Purchaser (the “**Purchase Date**”) and ending on the earlier of (a) one year from the Purchase Date, and (b) the date on which the Turf is installed (the “**Installation Date**”);
2. **For Residential Properties Only:** The Turf shall be fit for its intended use for a period beginning on the Purchase Date and ending on the earlier of (a) 15 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the Residential Property on which the Turf is installed is sold by the Original Owner.

If a valid warranty claim hereunder is received during the first 9 years after the Installation Date, Cali Bamboo will, at its option, supply replacement of similar grade for the affected Turf or refund the cost of the affected Turf.

If a valid warranty claim hereunder is received during years 10-15 after the Installation Date, then Cali Bamboo will refund the following percentage of the cost of the affected Turf used for the original installation:

Year Claim is Received After the Installation Date	% Refund of Cost of Affected Turf Used for Original Installation
10 - 12 Years	50%
13 - 15 Years	25%

3. **For Light Commercial Properties Only:** Turf shall be fit for its intended use for a period beginning on the Purchase Date and ending on the earlier of (a) 8 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the Light Commercial Property on which the Turf is installed is sold by the Original Owner.

If a valid warranty claim hereunder is received during the first 4 years after the Installation Date, Cali Bamboo will, at its option, supply replacement of similar grade for the affected Turf or refund the cost of the affected Turf.



If a valid warranty claim hereunder is received during years 5-6 after the Installation Date, then Cali Bamboo will refund the following percentage of the cost of the affected Turf used for the original installation:

Year Claim is Received After the Installation Date	% Refund of Cost of Affected Turf Used for Original Installation
5 - 6 Years	50%
7 - 8 Years	25%

Intended use is considered gardens, terraces, balconies, roof tops, playgrounds, and school yards.

This limited warranty does not cover Turf donated, purchased on clearance, or at auction. Because Cali Bamboo cannot control the quality of products sold by unauthorized sellers, this warranty applies only to Products that were purchased from Cali Bamboo or a Cali Bamboo authorized seller in the United States, unless otherwise prohibited by law. Proof of purchase is required.

In the event that Cali Bamboo supplies replacement Turf, the Warranty Period for the replacement Turf will not be extended beyond the original Warranty Period set forth in subsections 1) and 2) above.

### Warranty Scope:

This limited warranty is not transferable by the Warranty Holder to any other party, including but not limited to a subsequent purchaser of the Residential Property or Light Commercial Property on which the Turf is installed.

Where required by applicable law, in the event Cali Bamboo cannot repair the Turf, Cali Bamboo will reimburse the Warranty Holder according to the percentages noted above, including any reasonable installation costs, less the amount directly attributable to use by the Warranty Holder prior to the discovery of the issue covered by this limited warranty. Otherwise, labor costs, including any expenses associated with installation and removal of defective Turf, are not covered by this limited warranty. To the extent permitted by applicable law, these are the sole and exclusive remedies of the Warranty Holder in the event of a Manufacturing Defect or other warranty claim.

### How to Obtain Warranty Service:

The Warranty Holder must inspect the Turf for Manufacturing Defects and report any such defects to Cali Bamboo, prior to installation of the Turf. To obtain warranty service, the Warranty Holder must contact Cali Bamboo's Customer Experience Department: [warrantyclaims@calibamboo.com](mailto:warrantyclaims@calibamboo.com) / 888-788-2254. Warranty claims must be received within 30 calendar days after the Warranty Holder identifies the Manufacturing Defect or other basis for a warranty claim. To be covered under this Cali Bamboo limited warranty, the Warranty Holder must provide documentation of sales order and proof that the Turf was properly installed in accordance with the Installation Guide (defined below).

Cali Bamboo reserves the right to retain a certified and independent inspector to verify the Warranty Holder's warranty claims and/or to have pieces sent to Cali Bamboo headquarters for inspection. The determination of the inspector regarding the warranty claim is not binding on either Cali Bamboo or on the Warranty Holder. A determination that does not verify the warranty claim shall not affect the Warranty Holder's right to submit its claim to arbitration in accordance with the terms of the Arbitration Agreement (as defined in Cali Bamboo's Terms and Conditions of Purchase). The performance of the inspection, however, if requested by Cali Bamboo and assuming that Cali Bamboo advances the full cost of the

inspection as described above, is a requirement for the Warranty Holder to submit a warranty claim to arbitration under the Arbitration Agreement.

For specific instructions on how to obtain warranty service for defective Turf, visit the Cali Bamboo website <https://www.calibamboo.com/flooring-warranty/> or call us at 888-788-2254.

## Warranty Exclusions and Limitations:

This limited warranty covers Turf that is both (i) installed with strict adherence to Cali Bamboo's Cali Turf installation guide found online at <https://www.calibamboo.com/flooring-installation/> (the "**Installation Guide**"), as applicable to the Product(s) at issue, and (ii) maintained in accordance with Cali Bamboo's Cali Turf care and maintenance guidelines found online at <https://www.calibamboo.com/floor-care-and-maintenance/> (the "**Maintenance Guide**"), as applicable to the Product(s) at issue. Cali Bamboo will provide copies of these guides upon request by the Warranty Holder. This limited warranty only applies when the Turf is used under normal traffic and other usage conditions.

The limited warranty for Manufacturing Defects does not apply after the Warranty Holder has installed the Turf.

This limited warranty does not extend to or cover:

- (a) Turf damage caused by fires, tears, accidents, vandalism, improper use, vehicular traffic, carelessness, negligence, or normal wear and tear;
- (b) incorrect design or functioning of the subbase;
- (c) wear or damage due to an inadequate subbase;
- (d) damage due to use of infill that is not suitable for artificial grass;
- (e) damage due to use of glue, tape, or stakes that are not suitable for artificial grass;
- (f) failure to keep the infill sand at the right level (if applicable);
- (g) use of artificial grass for purposes other than that for which it is intended;
- (h) damage from use of incorrect cleaning methods or using harsh chemicals;
- (i) damage from exposure of the Turf to surfaces, directly or indirectly through reflection, with temperatures exceeding 170° F;
- (j) failure to correctly maintain or repair the Turf;
- (k) shading: these are visual effects due to different pile directions;
- (l) flattening: daily use may cause the artificial grass surface to flatten. The higher the pile, the more likely this will happen, especially where the grass is used intensively;
- (m) damage caused by natural events such as hurricanes, earthquakes, and tornadoes;
- (n) Turf installed with visible defects;
- (o) cutting caused by sharp objects; or



(p) Turf damage caused by a failure to follow the recommended installation and maintenance procedures as set forth in the Installation and Maintenance Guides.

This limited warranty excludes color variation between orders or lots. It is up to the installer to ensure that the lot number on the packaging is the same for each roll prior to installation. Cali Bamboo is not responsible for color variation due to multiple lots being installed.

EXCEPT TO THE EXTENT PROVIDED BY LAW, CALI BAMBOO MAKES NO EXPRESS WARRANTY OTHER THAN THE WARRANTY SPECIFIED HEREIN. THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED ABOVE. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**Limitation of Damages:**

IN NO EVENT SHALL CALI BAMBOO BE LIABLE UNDER THIS WARRANTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF CALI BAMBOO HAS BEEN INFORMED, OR SHOULD BE AWARE, OF THEIR LIKELIHOOD, OR FOR ANY OBLIGATIONS OR DAMAGES OTHER THAN THE SPECIFIC WARRANTY SERVICE OBLIGATIONS EXPRESSLY SET OUT ABOVE. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.