

CALI[®] underlayment

Cali Bamboo LLC

Limited Warranty – CALI 6mil Plastic Moisture Barrier

Warranty Conditions and Term:

This limited warranty is given to (a) the original purchaser (the **“Original Purchaser”**) of the Moisture Barrier (defined below) from Cali Bamboo or an authorized Cali Bamboo seller, and, (b) if the Original Purchaser is not the owner of the building in which the Moisture Barrier is installed, to the owner of the building at the time of installation (the **“Original Owner”**) (the Original Purchaser and the Original Owner of the Moisture Barrier subject to this limited warranty are referred to as the **“Warranty Holder”**).

Cali Bamboo LLC (**“Cali Bamboo”**) warrants that its CALI 6 mil Plastic Moisture Barrier (the **“Moisture Barrier”**), will conform to the published product specifications and will be free from defects in manufacturing, materials, and workmanship for the life of the Warranty Holder. All installations must be conducted in strict accordance with the installation instructions provided on the packaging and the installation instructions

provided by the flooring manufacturer which includes acceptable subfloor types, flatness, moisture/temperature, expansion requirements and limitations. This warranty is null and void if the product has been punctured, penetrated, ripped or torn during or before installation.

This limited warranty does not cover Moisture Barriers donated, purchased on clearance center, 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.

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 building in which the Moisture Barrier is installed.

If a valid warranty claim is received by Cali Bamboo within the applicable Warranty Period, Cali Bamboo will supply new materials of similar grade for repair or replacement of the Moisture Barrier in the affected area(s). Where required by applicable law, in the event Cali Bamboo cannot repair the Moisture Barrier, Cali Bamboo will reimburse the Warranty Holder the original purchase price of the Moisture Barrier, including any reasonable installation costs, less the amount directly attributable to use by 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 the defective Moisture Barrier, 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 Moisture Barrier for manufacturing defects prior to installation of the Moisture Barrier. To obtain warranty service, the Warranty Holder must contact Cali Bamboo’s Customer Experience Department: 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 Moisture Barrier 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

CALI[®] underlayment

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 a defective Moisture Barrier, visit the Cali Bamboo website <https://www.calibamboo.com/flooring-warranty/> or call us at [888-788-2254](tel:888-788-2254).

Warranty Exclusions and Limitations:

This limited warranty covers Moisture Barriers that are installed with strict adherence to Cali Bamboo's Moisture Barrier installation guidelines found online at <https://www.calibamboo.com/flooring-installation/> (the "Installation Guide"), as applicable to the Products at issue. Cali Bamboo will provide copies of these guides upon request by the Warranty Holder. This limited warranty only applies when the Moisture Barrier 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 Moisture Barrier. This limited warranty does not extend to or cover:

- (a) damage caused by improper installation of the Moisture Barrier;
- (b) any issues resulting from the flooring manufacturer's installation guidelines or maintenance guidelines not being followed;
- (c) moisture Barriers that have been punctured, penetrated, ripped or torn during or before installation;
- (d) flooring product shrinkage or expansion;
- (e) standing water pre-existent to the installation or post installation;
- (f) moisture exceeding 5lbs/24hrs/1,000 sq ft in concrete, 8% in wood, or the moisture limits set forth in the manufacturer's installation instructions;
- (g) failures or damages resulting from installation error or neglect;
- (h) sub floor must be flat per manufacturer's installation instructions;
- (i) flooring damage caused by moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity or by moisture trapped below the Moisture Barrier that creates mold or mildew;
- (j) atmospheric conditions found to be outside of the manufacturer's tolerances including but not limited to excessive high or low air temperature and humidity;
- (k) abuse, misuse and defects to the flooring being installed;
- (l) any outdoor installations;
- (m) damage caused by or resulting from installation over radiant heat floors that exceed 85° F;

It is the installer's responsibility to document all jobsite conditions and measurements including the installation date, subfloor moisture content, and other documentation required under the Installation Guide.

CALI[®] underlayment

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.