

# MOSO® bamboo x-treme® limited warranty

MOSO North America, Inc., (“MOSO”), warrants to the original Purchaser (“Purchaser”) that MOSO® Bamboo X-treme® products will not suffer structural damage due to rot, decay or insect infestation for a period of 25 years from the date of the original purchase (the “Warranty Period”).



This limited warranty covers any defect in material under normal use during the Warranty Period. If a defect occurs within the Warranty Period, Purchaser shall notify MOSO in writing, and, upon confirmation by an authorized MOSO representative of the defect, MOSO’s sole responsibility shall be, at its option, to either supply to the Purchaser sufficient material to replace the defective items or refund the portion of the purchase price paid by Purchaser for such defective items. MOSO shall not be liable for labor, installation, removal or reinstallation costs or for any indirect, punitive, exemplary or consequential damages of any kind whatsoever.

This warranty does not cover and MOSO shall not be liable for the following:

- Any act of God (such as flooding, hurricane, earthquake, lightning, etc.).
- Accident, misuse, or abuse.
- Environmental conditions such as air pollution, mold, mildew, etc., or staining from foreign substances such as dirt, grease, oil, etc. Please note: Should dusts and pollens build up on the product, these become a food source for molds and mildew to grow in and their waste products will stain the Bamboo X-treme®. Please keep your product clean as MOSO does not warrant against these types of staining and degrade. Mold and mildew will not grow in/on Bamboo X-treme® itself but will in/on the dusts/pollens.
- Normal weathering, defined as exposure to sunlight, weather and atmosphere that can cause color change, checking, grain raise/splintering, cupping and other forms of dimensional movement within generally accepted industry standards for wood. To avoid color change and extensive weathering, you must periodically apply penetrating oil or synthetic finish as recommended by that product.
- Variations in color/grain of Bamboo X-treme® products.

- Variations and fading over time, or wear from foot traffic, of stain colors and finishes used on Bamboo X-treme® all of which require periodic recoating in order to maintain.
- Ordinary wear and tear.
- Damage that was caused by third parties (i.e. transport damage).
- Damage to Bamboo X-treme® resulting from improper installation, including but not limited to:
  - Improper spacing between decking boards.
  - Use of Bamboo X-treme® products beyond normal use and service conditions, or in an application not recommended.
  - Movement, distortion, collapse or settling of the ground or the supporting structure on which Bamboo X-treme® products are installed.
- Improper use of sealants, stains, paints or varnishes not recommended by MOSO.
- Improper handling, storage, abuse or neglect of Bamboo X-treme® products by Purchaser, the transferee or third parties including but not limited to denting, staining, gouging, burning and staining.
- Ground contact or submersed applications of Bamboo X-treme®.

If a claim is granted before installing the material, faulty material is replaced free of charge. No claims can be accepted after installing the material if the Purchaser could have detected the defects before installation.

Under no circumstances will MOSO be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and MOSO’s liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above.

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MOSO does not warrant that, and Purchaser is solely responsible for, determining whether Bamboo X-treme® products meets the requirements of any applicable safety code or similar regulation.

The foregoing warranty is exclusive and in lieu of any and all other warranties with respect to Bamboo X-treme® products, and there are no other warranties whether expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. This warranty is governed by the laws of the state of Delaware, and any claim asserted under this warranty must be pursued exclusively in the courts of the state of Delaware.

No person or entity is authorized by MOSO to make, and MOSO shall not be bound by, any statement of representation as to the quality or performance of Bamboo X-treme® other than contained in this warranty.

There are no oral promises or representations collateral to or affecting this warranty and it may not be altered except in a written instrument signed by both MOSO and Purchaser. Some states do not allow limitation on how long any implied warranty lasts and/or 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.

## settlement of the guarantee

- To make a claim under this limited warranty, Purchaser, or the transferee, shall send to MOSO North America Inc., within the Warranty Period, a description and photos of the claimed defect and proof of purchase.  
MOSO North America Inc.  
8400 B Remington Ave  
Pennsauken, NJ 08110  
United States of America  
info@moso-bamboo.com
- MOSO North America Inc. reserves the right to check the claimed damage, after appointment.