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INDOOR EQUINE FACILITY COMPRESSED BAMBOO PLANKS WARRANTY

Warranty Period: Five (5) Years from the date of purchase.

Warranty Coverage: Equine Facility Products LLC EquiGreen Bamboo Lumber (strand woven board or SWB) will not delaminate/separate as a result of any manufacturing defect during the duration of the warranty period. We also further guarantee that the bamboo planks will be free from defect when utilized for their intended interior applications only, also when properly installed by a professional. In addition, all of the required maintenance/care guidelines are adhered to by the purchaser/user.

This warranty excludes damage or defects resulting from or in any way attributed to the following:

1. Dents or scratches.
2. Damage caused during shipping is the responsibility of the shipping company. (We will assist in claims for your behalf)
3. Insect infestation after shipment departs our control.
4. Improper moisture control on the job site.
5. Improper storage, handling or installation of the products. (This also includes improper installation of Equine Facility Products LLC products over flawed substructure/subsurface material and its preparation before installation)
6. Delaminating from chemical contact or corrosive chemicals (including all other unapproved chemicals).
7. Any variations in patterns, fading, color, natural markings or color darkening that are naturally developed or develop overtime.
8. Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence and any other unintended uses.
9. Settlements or movement of the structure to which panels, veneers or countertops are fastened to.
10. Installation of any product with visible defects.
11. Force Majeure, natural catastrophic events or any event beyond the control of Equine Facility Products LLC.

This Equine Facility Products LLC warranty applies to all EquiGreen Bamboo Lumber (“Equine Facility Products”, “EquiGreen”, “We”, and “Our”) and to the original purchaser (“You” and its other forms).

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Equine Facility Products LLC warrants that the EquiGreen Bamboo Lumber or compressed equine facility bamboo products sold under this limited warranty are at the time of the sale and shipping will be free of defects and that they adhere to all industry standards specifications for the bamboo products. Equine Facility Products LLC also further warrants that when professionally installed and/or stored/handled our indoor compressed bamboo planks will not delaminate or separate as a result of a manufacturing defect for a period of five (5) years from the date of original sale. All compressed bamboo products are architectural indoor grade and must not be exposed to extreme variations in ambient temperature, relative humidity, including moisture saturation, or any other sources of water moisture. Implied warranty does not provide for impact damage, normal use wear and tear, denting, gouges, scratches or surface damage from users failure to protect and maintain the material properly. There is no implied warranty coverage for variations in coloring, grain texture, natural characteristics or markings which are ordinary to compressed bamboo products or which may develop over extended periods of time from natural occurrences such as exposure to sunlight or any other environmental conditions. Please note this is a natural product, so slight variations and inconsistencies are inherent in the product. If unacceptable planks are found, prior to or during the installation, they should not be installed, and should be set aside and notify Equine Facility Products LLC immediately. All planks must be reviewed with regards to quality prior to the installation any item with visually unacceptable defects are not a warrantable claim.

Any damage caused to the compressed bamboo planks during shipping is the responsibility of the shipping company and is not covered under this Warranty. All shipping damage or otherwise claims MUST be submitted to Equine Facility Products LLC within 24 hours of shipment arrival and also be noted on the shipping BOL of the carrier.

If any type of problem occurs with Equine Facility Products LLC compressed bamboo products, the purchaser of the product must notify Equine Facility Products LLC at the company information below within 3 days of the discovery of any non-conformity through written notice with photographs. (Email is okay) The written notice must describe the purchasers contact information and describe the situation thoroughly, including the product location, product installation date and installers information. The purchaser must provide for a reasonable amount of time for Equine Facility Products LLC to inspect the product prior to any decisions.

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Equine Facility Products LLC reserves the right to hire an independent, third-party inspector to evaluate the claim. If the inspector determines that the cause of the failure is not a manufacturing defect, then the consumer shall pay the cost of the inspection. If, on the other hand, the inspector determines that the cause of the failure is a manufacturing defect, Equine Facility Products LLC shall pay the cost of the inspection.

If during the applicable Warranty Period, the equine facility compressed bamboo planks do not conform to the preceding Warranties, the owner of the product shall notify Equine Facility Products LLC as provided below, and within a reasonable time Equine Facility Products LLC will provide, at its option, one or more of the options listed below:

(1) Repair of any nonconforming or defective products.

(2) Provision of non-conforming compressed bamboo planks to be replaced with conforming or suitable material (colors may vary), including a reasonable allowance for associated costs of removal, but this allowance shall be included only during the first six (6) months of use and it does not include the cost of removal of fixtures/furniture/objects installed on the product or any other issues which may arise to remove the compressed bamboo planks.

(3) Refund of the purchase price only for any nonconforming compressed bamboo planks that have not been installed, or refund for the percentage of the purchase price for the non-conforming products equal to the percentage of the Warranty Period remaining when Equine Facility Products LLC is notified of the nonconformity.

THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY.

THE ABOVE WARRANTIES ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY EQUINE FACILITY PRODUCTS LLC FOR THE INDOOR COMPRESSED BAMBOO PLANKS. THEY SUPERSEDE ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS FOR THE CORRESPONDING EXPRESS WARRANTIES, ABOVE.

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Some states/or districts do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Exclusion of Incidental and Consequential Damages.

IN NO EVENT SHALL EQUINE FACILITY PRODUCTS LLC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM EQUINE FACILITY PRODUCTS LLC OWN NEGLIGENCE. Some states/or districts do not allow the exclusions or limitation of incidental or consequential damages, so the above limitation 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.

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