



*BAMBOO- Get green*

#### LIMITED 20-YEAR RESIDENTIAL, 10-YEAR COMMERCIAL WARRANTY

This limited warranty is provided to the original purchaser ("Purchaser"), of SunDeck Bamboo ("Manufacturer") decking and lumber products ("Products"). For purposes of this warranty, a residential Purchaser shall refer to a single-family residential homeowner and a commercial Purchaser shall refer to any other Purchaser. Manufacturer warrants to Purchaser that, for a period of twenty (20) years (Residential Purchaser) & ten (10) years (Commercial Purchaser) from the date of the original purchase ("Warranty Period"), when properly installed and maintained, and under conditions of normal use and service, that the Products will not exhibit significant de-lamination. As with traditional wood, bamboo is a natural, organic material and may be subject to damage caused by environmental conditions if not properly installed and protected. For this warranty to remain in effect, the Products must be properly installed and sealed using a high-quality sealant or coating that will adequately protect the Products from moisture intrusion, ultra-violet (U/V) effects, insects, mold/mildew, etc., and must be applied and maintained according to the sealant or coating manufacturer's directions. Any failure on the part of Purchaser to adequately seal and protect the Products from environmental factors such as moisture, insects, etc. throughout the Warranty Period, or any evidence of environmental damage (such as moisture intrusion) will void this warranty.

If for any reason you believe the decking or lumber is defective prior to installation, **DO NOT INSTALL**. Contact your dealer. Manufacturer is not responsible for claims arising from installation of visibly defective Products.

This limited warranty is subject to the exclusions, limitations and restrictions set forth below.

Obtaining Warranty Performance: If Purchaser discovers a defect in the Products during the Warranty Period, Purchaser must, within ten (10) days from the discovery of the alleged defect, notify Manufacturer in writing, at the following address:

SunDeck Bamboo  
JN Technologies Pte. Ltd.  
44 Ripley Crescent, Singapore 556222

Manufacturer's liability under this Warranty is limited solely and exclusively to replacement of defective Products, and in no event shall Manufacturer be liable for labor, installation, reinstallation, freight, taxes or any other charge related to defective Products. Manufacturer shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. In any dispute over the performance of the Products, Purchaser shall have the burden of proof that the Product was installed, finished, protected, and maintained in accordance with the Manufacturer's applicable instructions. To file a claim under this Warranty, Purchaser must send proof of purchase, a picture of the defective product and a written description to the above address. Manufacturer reserves the right to investigate any claim hereunder. Upon verification of a claim, Manufacturer shall advise claimant of its findings.

Transfer of Warranty: This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

Exclusions from Warranty Coverage: Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (a) improper installation of the Products and/or failure to abide by Manufacturer's installation guidelines, including but not limited to improper gapping; (b) use of Products beyond normal use, or in an application not recommended by the Manufacturer's installation guidelines and local building codes; (c) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (d) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, insects, etc.), or staining from foreign substances (such as dirt, grease, oil, pets, etc.); (e) variations or changes in color of Products (All colors may fade and Manufacturer shall have no liability for the cost of removal or staining of faded decking or lumber); (f) normal weathering due to exposure to sunlight, weather and atmosphere which can cause surfaces to, among other things, fade, darken, or accumulate dirt or stains; (g) improper handling, storage, abuse or neglect of the



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Products by Purchaser, the transferee or third parties; (h) installation directly on top of or attached to a concrete slab, installation directly on the ground, installation directly on top of other decking, or any installation which precludes proper ventilation above, below, and to the side; (i) lack of proper 1/8" (4mm) side to side gapping between deck boards for drainage, cleaning and ventilation; (k) decks which are not properly sloped for drainage; (l) non-approved surface treatments applied to the deck; (m) extractive bleeding or stains from galvanized or uncoated screws; (n) failure to apply and maintain an adequate coating or sealant to prevent moisture damage.

MOLD OR MILDEW AND/OR END CRACKS ARE NOT MANUFACTURING DEFECTS AND ARE NOT COVERED BY THIS WARRANTY OR ANY IMPLIED WARRANTY. THE ABILITY OF ANY SEALANT OR COATING TO ADEQUATELY PROTECT THE PRODUCTS FROM MOISTURE INTRUSION, U/V, INSECTS, AND/OR MOLD AND MILDEW IS THE RESPONSIBILITY OF THE SEALANT OR COATING MANUFACTURER.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use in any particular application, and to ensure compliance with local building and safety codes (as these vary by area), and that any installation is done in compliance with all applicable codes as well as in accordance with Manufacturer's written guidelines.

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

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

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS, AS DESCRIBED 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 that vary from state to state.

This warranty is the final understanding of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement.

This warranty may not be altered or amended except in a written statement signed by Manufacturer and Purchaser (or qualified transferee). No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Manufacturer shall not be bound by any such statements other than those contained in this warranty.