

Thermo Bamboo

25 Year Warranty



The Warranty guarantees the Production, processing and gluing of Thermo Bamboo deck board for a period of 25 years from the date of purchase in accordance with the following provisions:

This Warranty does not cover damage caused by misuse, the Product being installed for a purpose not intended or advertised, accidents including impact from heavy objects / objects dropped from a large height, insect infestation, force majeure and damage caused by any other circumstances considered unusual in normal use.

The Warranty does not cover purely visual impairments such as imprints, joints, discoloration by light, seasonal climate-related deformation or wear and tear of the surface coating. Damage resulting from improper installation, maintenance, cleaning or maintenance of the surface coating including abrasive cleaning Products, mechanical or chemical damage are also excluded from this warranty.

The Product Warranty is only valid where it has been installed according to the installation instructions and laying manuals (including the O&M Manual). For the best installation, Wallbarn Ltd recommends using only the fixtures provided by Wallbarn Ltd or those specifically approved within the appropriate technical documentation. Non approved fixtures or fixtures not provided by Wallbarn Ltd invalidates this Warranty.

If a claim is granted before installing the material, faulty deck boards will be replaced free of charge. No claims can be accepted after installation of the material if the Buyer could have reasonably detected the defects before installation. This Warranty does not cover damage caused by third parties (e.g. transport

damage). If defects occur in the Product after installation, Wallbarn Ltd reserves the right to either repair the defect or to offer material free of charge to the Buyer.

This Warranty covers the cost of the material only and does not cover installation, removal or reinstallation costs, including (but not limited to) labour and transportation costs.

The Warranty is limited to cover only an obligation from Wallbarn Ltd to replacement of the Products, with the exclusion of any other responsibility.

Please see our <u>Terms & Conditions of Supply</u> and our Limited Warranty Terms & Conditions.

Under no circumstances shall Wallbarn Ltd be liable for any accidental, special, indirect or consequential damages resulting from any defects in the Product being supplied, including (but not limited to) property damage or personal injury claims.

If the purchaser detects a Product defect, they must contact Wallbarn Ltd within thirty (30) days from the discovery of the detected defect.

They should contact Wallbarn Ltd on sales@wallbarn.com to notify us of the defect claim. That claim should be accompanied by proof of purchase including the Commercial Invoice and the Proof of Delivery. They should detail date of installation of the Product, the name of the person who carried out the installation, a full description of the detected defect with photographic / video evidence of that defect.

The Buyer (or the final customer) must agree to allow authorised personnel from Wallbarn Ltd to access the location where the Products are installed to inspect the defect. Only after a physical examination can Wallbarn Ltd be in a position to consider the claim.

If Wallbarn Ltd accepts the complaint, the sole responsibility of Wallbarn Ltd is to replace the defective Product or to refund the corresponding part of the Purchase Price paid by the Buyer

Exclusions to the Warranty:

Wallbarn Ltd does not guarantee and is not responsible for:

- Colour variations, Thermo Bamboo is a natural product which will vary in colour, grain and appearance. Changes to the colour over time will depend on the maintenance schedule.
- 2. The following phenomena, which are normal for most wood species:
 - a. Cracks on the surface and on the upper side of the product can arise from different drying characteristics of the surface and cross cut ends.
 - b. The surface sides of deck boards will get rougher and may produce small splinters and small cracks over time as a result of constant shrink and swell due to normal weathering conditions including humidity levels.
 - c. Dimensional change or cupping can occur after installation.
- 3. Improper installation of the Products and / or failure to comply with the installation instructions.
- 4. Installation or use of the Product for purposes and applications not suited to the specification and function of the

- Product or in an application not recommended by the installation instructions or for purposes contrary to building legislation, standards and regulations including fire safety regulations.
- 6. Movement, distortion, collapse of the ground or structural deck beneath.
- 7. Atmospheric conditions including pollution, humidity, dirt, mould and traffic. Discolouration due to contact with foreign substances (oil, chemical agents, etc.).
- 8. Incorrect handling or storage of the Products by the Purchaser, transferee or third parties.
- Use of fasteners and fixings not supplied by Wallbarn Ltd.
- 10. Ordinary wear and tear.

Limitations:

Under no circumstances shall Wallbarn Ltd be held responsible for any incidental, consequential, indirect, special, punitive or any other damages (including, but not limited to, loss of profits, loss of sales, loss of start-up, loss or reduction of work).