



Limited Warranty for Teragren Bamboo Countertops

This warranty applies to Teragren Inc. Bamboo Countertops (“Teragren”, “We”, and “Our”) and to the original purchaser (“You” and its other forms) of Teragren Countertop products.

We want you to be happy and confident in your purchase. The Teragren name is synonymous with quality, durability, beauty and uniqueness. Our superior design, production technologies and style allow us to provide one of the best warranties in the industry.

Warranty: Five Years from the date of purchase.

Warranty Coverage: Teragren Inc. warrants that our Countertops will not delaminate or separate as a result of a manufacturing defect during the Warranty Period. Teragren further warrants that the Countertops are free from defects in material and manufacturing when used for their intended interior application.

This warranty does not cover damage or defects resulting from or in any way attributed to:

- Improper storage, handling or installation of the products.
- Insect infestation after shipment from the point of origin.
- Variations in color, markings, patterns, fading or darkening that are naturally occurring or develop over time.
- Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence, corrosive chemicals and other unintended uses.
- Finishes (including improper surface preparation)
- Dents or scratches.
- Settlement or movement of the structure to which Countertops are attached.
- Shipping. Damage caused during shipping is the responsibility of the shipping company.
- Installation or use of Countertop with visible defects.

For more information about installation and maintenance please reference the Architectural Woodwork Institute (AWI) web site at www.awinet.org and the Hardwood Plywood and Veneer Association (HPVA) website www.hpva.org.

Disclaimer of Implied Warranties

THE ABOVE WARRANTIES ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY TERAGREN FOR COUNTERTOPS. THEY SUPERSEDE ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. TERAGREN DISCLAIMS ALL OTHER WARRANTIES-WHETHER EXPRESS, IMPLIED OR STATUTORY-INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USEAGE OF TRADE.

Remedies if the Countertop is Non-Conforming:

If during the Warranty Period, the Countertop does not conform to their specifications, the purchaser of the Countertop shall promptly notify Teragren as provided below. Teragren in its sole option shall either: (1) replace any nonconforming or defective Countertop (2) refund the purchase price of the nonconforming Countertop pro rated for the period of time the Countertop was in use prior to notification of its non-conformity. Under no circumstances shall Teragren be liable for any cost or damages associated with the removal or reinstallation of the Countertop, or the cost of removing or installing any fixtures or items of furniture.

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

NOTIFICATION

If the Countertop does not conform to specifications, the purchaser of the Countertop must notify Teragren in writing at the address below within thirty (30) days after discovering the nonconformity. The notice must accompany a completed Teragren Countertop Inspection Report. Inspection Reports are available by calling Teragren at the numbers below. The owner must give Teragren a reasonable opportunity to examine the claimed nonconformity before undertaking any repairs, removal or replacement. The claimant must present the original invoice, bill or other proof of the date of purchase. Failure to comply with the requirements of this paragraph voids the Warranty.

Exclusion of Incidental and Consequential Damages.

UNDER NO CIRCUMSTANCES SHALL TERAGREN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

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