Moso North America HQ

MOSO® Bamboo Outdoor Lumber **Limited warranty**

Moso North America, Inc.,(“MOSO”), warrants to the original Purchaser (“Purchaser”) that MOSO® Bamboo Outdoor Lumber 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 of 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 Outdoor Lumber. 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 Outdoor Lumber 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 Outdoor Lumber products.
- Variations and fading over time, or wear from foot traffic, of stain colors and finishes used on Bamboo Outdoor Lumber 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 Outdoor Lumber resulting from improper installation, including but not limited to:
  - Improper spacing between decking boards.
  - Use of Bamboo Outdoor Lumber 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 Outdoor Lumber products are installed.
  - Improper use of sealants, stains, paints or varnishes not recommended by MOSO®.
  - Improper handling, storage, abuse or neglect of Bamboo Outdoor Lumber 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 Outdoor Lumber.

If a claim is granted before installing the material, faulty materialis 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 exceeds the replacement of such products or refund of the purchase price, as described above.

moso BAMBOO OUTDOOR