

Warranty for Totally Bamboo Products

This limited warranty (hereinafter "Warranty") is extended by Totally Bamboo to the original purchaser of Totally Bamboo products.

Terms:

- (1) All Totally Bamboo products are free from manufacturing defects and will remain free from such defects during the Warranty period.
- (2) The Warranty period is one (1) year from the date of purchase.
- (3) The terms of the Warranty provide the exclusive and sole remedy available to you.
- (4) This Warranty supersedes any other representations and Totally Bamboo specifically disclaims any other warranties, including implied warranties of merchantability, fitness for a particular purpose, and/or any warranties alleged to arise from course of dealing or usage of trade.

Exclusions:

- (5) This Warranty is expressly limited to manufacturing defects and does not include any damage or defect caused in any manner after your purchase of this product.
- (6) **No warranty coverage** is provided in the event your Totally Bamboo product is exposed to extreme variations in heat, humidity, moisture, and/or ambient moisture, including but not limited to water saturation and/or any other source of extreme moisture.
- (7) **No warranty coverage** is provided for damage due to the following:
 - (a) Impact;
 - (b) Normal wear and tear;
 - (c) Indentations;
 - (d) Scratches;
 - (e) Surface damage; and/or
 - (f) Any damage caused by failure to protect and maintain the Totally Bamboo product properly.
- (8) **No warranty coverage** is provided for color variations, grain variations, or markings that are ordinary to the natural products or which develop over time because of natural processes such as sunlight exposure.
- (9) Any damage caused to Totally Bamboo products during shipment is the responsibility of the shipper and is not covered under this Warranty.

In the Event of a Warranty Claim

- (10) If the Totally Bamboo product does not conform to the terms of the Warranty, you must notify Totally Bamboo in writing at the address specified on this Warranty: Totally Bamboo, 120 W. Grand Avenue, Escondido, CA 92025, and/or via facsimile at (760) 471-6601.

- (a) You must provide written notice of your claim within **30 days** of when you discovered the defect or should have discovered the defect in the ordinary course of due care;
 - (b) You must provide Totally Bamboo with a reasonable opportunity to inspect or examine the defective or nonconforming Totally Bamboo product before you undertake any repair, removal, or replacement of the product;
 - (c) **Your failure to comply with this requirement will void your Warranty coverage.**
- (11) Following receipt of a Warranty claim, Totally Bamboo, at its sole option and discretion, shall provide conforming Totally Bamboo product to replace any defective Totally Bamboo product; alternatively, Totally Bamboo reserves the right to refund the percentage of the purchase price equal to the percentage of the Warranty period remaining as of the date of receipt of the Warranty claim for the defective Totally Bamboo product.
- (12) In no event shall Totally Bamboo be liable for any incidental, special, indirect, or consequential damages alleged to have risen under this Warranty, alleged to be owed due to the failure to deliver goods, or from any use, issue, or inability to use the product due to defects in the property.

Totally Bamboo ♦ 120 W. Grand Ave. ♦ Escondido, California 92025
Phone: 760.471.6600 Fax: 760.471.6601