



Limited Warranty Seasonal Living



WHAT IS COVERED:

Seasonal Living warrants its **Plato Collection** furniture frames to be free from manufacturing structural defects for a period of three (3) years from date of original purchase and its cushions and cushion covers for a period of one (1) year from date of original purchase. Seasonal Living, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this Limited Warranty, which fails under normal use and correct product maintenance as a result of a defect in material or workmanship. Seasonal Living will repair or replace the aforementioned product, part, or component with a comparable product, part, or component. This warranty extends only to the original purchaser (Original invoice customers only) who acquires the product new from Seasonal Living, its affiliate(s), or its authorized reseller(s), if any. Any product, part, or component must have been installed, used and maintained in accordance with the written instruction of Seasonal Living, if any, included with the product or otherwise provided to purchaser. This Limited Warranty covers defects in materials and manufacturing only; it does not include normal wear and tear, misuse, or abuse of product, or damage caused by lack of proper care and maintenance. Any modification to the original product voids this Limited Warranty. If within three (3) years of purchase, the Product is found to be defective due to quality of craftsmanship, a written claim must be immediately filed with supporting photographic evidence and a detailed description with dates detailing when defects were first encountered.

The Limited Warranty covers the normal use and proper care of the synthetic woven "VIRO" polyethylene which will be free from defects of cracking, peeling and breaking for 3 years from the date of delivery. The cushion foam / insert and "Sunbrella" cushion cover fabric, is limited for one (1) year warranty (from the date of delivery) and covers the fabric becoming unserviceable due to loss of color or strength from normal usage and exposure conditions, including sunlight and mildew. Proper Sunbrella care instructions must be followed at all times. If you cannot locate these care instructions, contact us for proper care instructions.

SEASONAL LIVING DOES NOT PROVIDE ANY WARRANTY AGAINST:

- Shipping (and any other related freight charges), packing and any handling charges – shipping damaged product to our warehouse facility and for shipping replacements from our warehouse facility to desired delivery address
- Natural variations in the surface grain or texture, or the presence of character marks
- Changes in the surface finish due to aging or exposure to light
- Any damage or failure caused by outdoor use of a product not specifically designed and sold for outdoor use
- Any damage or failure caused by improper use of the product or use of the product in a manner that it was not intended e.g. table tops must be used in the manner that they are intended and not be used for sitting on or standing upon. Likewise, chairs should only be used for sitting only and leaning back on two legs is considered hazardous and damages arising from such use are not covered
- Corrosion originating from scratches
- Use in a confined or chlorinated environment.
- Spot rusting or rusting of stainless steel staples used in the construction of each item of furniture
- Any damage or failure resulting from improper storage or exposure to extreme temperature or humidity changes
- Failure resulting from normal wear and tear
- Misuse or abuse of the product
- Damage in shipping, failure to follow instructions, unauthorized repair or alterations
- The matching of colors, grains, or textures in natural and or hand-made materials
- Damage from sharp objects or imprinting from writing instruments

- Damage from customer dropping or placing furniture in a location that causes furniture to fall or be knocked over either due to traffic (human, animal or mechanical) or extreme weather including but not limited to strong winds. Customer must use common sense and place merchandise in a location that will protect it and ensure complete stability
- Customer's Own Materials (COM). Customer assumes responsibility for all product failure / loss for all related COM work. ALL COM work is undertaken on a case by case basis.
- Any Acts of God/Nature, fire and extreme weather conditions
- Any additional parts purchased that do not accompany this product at the time of shipment and are not defined in the product's description.
- Discoloration or fading as a result of chemical spills

INSPECTION OF YOUR PRODUCTS

You are required to inspect your Products when you take delivery of them. If the packaging is removed or damaged on delivery then you will be required to note any damage on the delivery documentation that is presented to you by the carrier for signature – FAILURE TO DO SO, VOIDS ANY CLAIM YOU MAY HAVE. You are required to contact us in writing within 48 business hours of receipt of the merchandise for any concealed damage; providing us with complete detailed photos and a clear and precise written description of all damages. We will not be liable for any damage to any of the Product(s) unless we are notified within the time periods specified above.

TO ENSURE THAT THE LIMITED WARRANTY IS VALID, CUSTOMER MUST PROVIDE CLEAR PHOTOGRAPHIC AND WRITTEN DESCRIPTIONS / EVIDENCE OF FAULTY PRODUCT AND BE PREPARED TO PRESENT ALL FAULTY MERCHANDISE OR SAMPLES TO SEASONAL LIVING. SHOULD THE CUSTOMER CHOOSE NOT TO RETAIN DAMAGED MERCHANDISE, THEN THIS WARRANTY IS VOID.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, SEASONAL LIVING SHALL NOT BE LIABLE FOR ANY INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPAIR OR REPLACEMENT OF THE PRODUCT UNDER THIS LIMITED WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY.

Some States do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply. In such cases, this Limited Warranty shall be deemed amended solely to the extent limited by such applicable State law. This Limited Warranty gives the purchaser specific legal rights and the purchaser may also have other rights, which vary from State to State

THIS LIMITED WARRANTY IS ONLY APPLICABLE TO CUSTOMERS WITHIN THE UNITED STATES OF AMERICA.

CONTACT

By Post/Mail: Seasonal Living, 211, East Alpine Road, Austin, Texas 78704, USA.

By e-mail: Sales@SeasonalLiving.com

No other forms of communication are acceptable. We strongly recommend that any mailings by post / mail are by registered delivery either with the US Postal Service and or Fedex / UPS or other standard courier companies

SEASONAL LIVING LIMITED WARRANTY – 04/20/11