



SEASONAL LIVING®



PERPETUAL LIGHT WEIGHT CONCRETE COLLECTION

PERPETUAL LIGHT WEIGHT CONCRETE & TEAK COLLECTION

LIMITED MANUFACTURER'S WARRANTY

UPDATED JANUARY 2017

WE STRONGLY RECOMMEND USE OF HIGH QUALITY FURNITURE COVERS

WHAT IS COVERED: Seasonal Living warrants its **Perpetual Furniture & Planter Collection** to be free from manufacturing structural defects 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 Limited 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, installation and or maintenance. Any modification to the original product voids this Limited Warranty. If within one (1) year 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.

SEASONAL LIVING DOES NOT PROVIDE ANY WARRANTY AGAINST:

- Failure to closely follow Seasonal Living's product care guidelines.
- **IMPORTANT – FAILURE TO SEAL PRODUCT WITH PRODUCT SEALER UPON RECEIPT OF MERCHANDISE. DEPENDING UPON MERCHANDISE PLACEMENT AND HOW WELL PROTECTED / CARE FURNITURE IS (COVERS ETC.) THEN MORE REGULAR USE OF CONCRETE SEALER IS REQUIRED**
- 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, color or texture, or the presence of character marks
- Damage to furniture resulting from sitting on or placing heavy weights on furniture arms or seat backs
- 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. Do not sit, jump (on / off) or stand on any furniture DO NOT ALLOW CHILDREN TO STAND AND OR PLAY ON FURNITURE – THIS IS DANGEROUS AND CAN RESULT IN SERIOUS ACCIDENTS
- Failure to set up or install the product as described by the manufacturer. If you are uncertain about this, e-mail us at Sales@SeasonalLiving.com
- Corrosion and or changes in the patina / outer surface originating from scratches
- 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
 - Pitting, spot rusting or rusting on any stainless steel frame or assembly device as a result of use near (or in) a salt-water swimming pool, salt water sea or ocean
 - Damage in shipping, failure to follow instructions, unauthorized repair or alterations
 - Concrete is a porous material as such, spills from acidic staining or oily products / foods need to be dealt with immediately, failure to do so can result in staining which is not covered under this Limited Warranty. The recommended concrete sealer will only provide you with a limited period of time to wipe up spills of these types of foods, dirt or liquids. If you fail to wipe up or protect the furniture, then staining will occur.
 - We recommend that you cover and protect your tables (when not in use) by purchasing and regularly using high quality, breathable furniture covers.
 - The matching of colors, grains, or textures in natural and or hand- made materials
 - Spot rusting or rusting of any stainless steel or zinc components
 - 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
 - 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 FOR PRODUCT USE WITHIN THE UNITED STATES.

CONTACT

By Post/Mail: Seasonal Living, 4101, Smith School Road, Building 4, Suite 200, Austin, Texas 78744, United States of America.

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

PLEASE REMEMBER TO FOLLOW CARE INSTRUCTIONS – YOU CAN ALWAYS LOCATE THESE ON THE SEASONAL LIVING WEBSITE OR THROUGH YOUR DESIGNER OR RETAILER IF YOU LOSE THE PRODUCT CARE INSTRUCTIONS.

SEASONAL LIVING – LIMITED MANUFACTUTER’S PRODUCT WARRANTY – PERPETUAL COLLECTION - JANUARY 2017

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