



SEASONAL LIVING®



2017

**EXPLORER COLLECTION - OCEANS**

**LIMITED MANUFACTURER'S PRODUCT WARRANTY**

**WE STRONGLY RECOMMEND USE OF HIGH QUALITY FURNITURE COVERS**

**January 2017**

This product includes a 1 year (12 months) limited manufacturer's warranty against manufacturing defects only. Warranty is effective from the date of original purchase from Manufacturer (Original Invoice Customer Only) who acquires the product in new condition from Seasonal Living. Warranty is not applicable if product is purchased at close out or any other form of discounted pricing. 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.

## **WHAT IS COVERED:**

Seasonal Living warrants its **EXPLORER COLLECTION – Oceans Series furniture** to be free from manufacturing structural defects for a period of one (1) year from date of original purchase. Manufacturer, 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. Manufacturer 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 Manufacturer. Any product, part, or component must have been installed, used, and maintained in accordance with the written instruction (Product Care and Assembly Instructions) of Manufacturer, if any, included with the product or otherwise provided to purchaser. This 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 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. Any transportation costs back to manufacturer are NOT included in the Limited Warranty.

## **MANUFACTURER 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
- Damage as a result of failure to pass on Product Care and Product Warranty Information to end consumer
- Damage as a result of end consumer not receiving original assembly instructions from re-seller
- Failure to correctly assemble the Oceans Series Furniture according to instructions included in product box. YOU MUST CHECK TO INSURE THAT YOU HAVE ALL COMPONENTS OF THE FURNITURE AND ASSEMBLY PIECES AT THE TIME OF RECEIPT OF YOUR MERCHANDISE.
- 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, nature's elements, salt water / vapor and / or cleaning products.
- 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. Furniture must be used in the

manner it is intended – Do not stand on tables, do not sit on table tops and do not stand on or jump off chairs and any other seating, do not sit on the backs of furniture or on the arms of furniture).

- This furniture collection is intended for domestic / residential use only – it is not intended for commercial use.
- Any damage or failure resulting from improper storage or exposure to extreme temperature.
- Failure resulting from normal wear and tear. Misuse or abuse of the product.
- Manufacturer may request you to return products for inspection – Manufacturer will request that you ship goods back to Seasonal Living at customer's own cost. If product is deemed to be defective, manufacturer will reimburse client for transportation charges (Product must arrive into our warehouse in good condition and we recommend that if you are requested to ship product back to Seasonal Living that you purchase transportation insurance)
- Damage in shipping.
- Failure to follow instructions, unauthorized repair or alterations.
- Removal or loss of any piece of the aforementioned product collection such as but not limited to glass guard protectors, metal components, etcetera.
- Damage from sharp objects.
- Damage from customer dropping or placing products in a location that causes product to fall, blow over or be knocked over either due to traffic (human, nature, environment, 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.

**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 INSURE 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 MANUFACTURER. 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, MANUFACTURER 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 (USA) 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](mailto: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

Make sure to keep your original purchase receipt (from original manufacturer to customer) as proof for date of purchase.

*SEASONAL LIVING – LIMITED MANUFACTURER'S PRODUCT WARRANTY – EXPLORER COLLECTION – OCEANS SERIES – JANUARY 2017*

2017