

August 2019

WE STRONGLY RECOMMEND USE OF HIGH QUALITY FURNITURE COVERS

WHAT IS COVERED: Seasonal Living® warrants its Seasonal Living Ceramic Furniture Collection to be free from structural manufacturing defects for a period of one (1) year from date of original purchase by the end customer (So long as customer is able to produce original customer receipt / sales invoice from Seasonal Living). Seasonal Living, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this Limited Manufacturer's Warranty, which fails under the <u>normal use and strict adherence to</u> <u>MANUFACTURER'S PRODUCT CARE INSTRUCTIONS</u> 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 or one of their distributors (e.g. retailer and or design specifier). Any product, part, or component must have been installed, used and maintained in accordance with the written MANUFACTURER'S PRODUCT CARE INSTRUCTIONS of Seasonal Living, 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 one (1) year of original date 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. Photographic evidence must include no fewer than 2 photos per item (All photos to be in color and no smaller than 6 inches x 4 inches and at least 300 DPI). At least one photo should capture the entire piece of furniture / item and the second photo should be a close up of each damaged area. Where possible we would like you to include a US 25 cents coin (on the damaged item near to the damaged area) to help us understand the scale of each damage / defect area.

In the event of a dispute of Terms of Sale, Seasonal Living Terms will apply for areas not addressed in Terms of Sale.

SEASONAL LIVING DOES NOT PROVIDE ANY WARRANTY AGAINST:

- Shipping charges (and any other related freight charges), packing and any handling charges – shipping damaged product to our warehouse facility and for shipping replacements from the Seasonal Living warehouse facility to original delivery address as shown on the Seasonal Living invoice.
- Natural variations in the surface glaze or texture, or the presence of character marks or the presence of chemical or burn reactions from the production process. Read "About Our Ceramics".
- Variations in glaze colors This is a handmade product and you should expect to see variations in the glaze color (Some will be darker, and some will be lighter)
- Changes in the surface finish due to aging or exposure to light
- Any damage or failure caused by customer's improper use of the product or use of the product in a manner that it was not intended e.g. table tops must ONLY be used in the

manner that they are intended and not be used for sitting on or standing upon. Never jump on or jump off any furniture or vase items. Likewise, seating 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

- FAILURE OF CUSTOMER TO STRICTLY FOLLOW MANUFCTURER PRODUCT CARE INSTRUCTIONS, NOTICES AND PRODUCT WARNINGS
- Corrosion originating from scratches, chips and other forms of damage that remove or crack the ceramic seal
- Any damage or failure resulting from extreme freezing conditions that result in cracking or breaking of the product due to water or snow build up on or inside of the product. DO NOT PERMIT WATER/LIQUIDS TO BUILD UP IN OR ON CERAMIC VESSELS/ FURNITURE AND FREEZE. WATER / LIQUIDS WILL EXPAND AND CRACK / BREAK CERAMICS
- Any damage or failure resulting from improper storage or exposure to extreme temperature
- Failure to RECEIVE, INSPECT and carefully unpack and appropriately handle merchandise in a manner that protects the merchandise from damage.
- Failure to correctly specify residential or commercial delivery address which can result in incorrect transport being dispatched with merchandise. The result is that merchandise is not correctly off-loaded, resulting in damage to product.
- 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 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
- Discoloration resulting from the use of any harsh cleaning agents, chemicals, materials and or liquids other than indicated in the Product Care Instructions.

INSPECTION OF YOUR PRODUCTS

You are required to inspect your Products when you (or your designated consignee) takes delivery of them. <u>WE STRONGLY RECOMMEND THAT YOU PHOTOGRAPH ALL</u> <u>MERCHANDISE AT THE TIME IT IS DELIVERED</u>. 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 Seasonal Living (in writing) within <u>48 business hours of receipt of the merchandise for any concealed damage;</u> 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. FOR EACH CLAIMED ITEM, AT A MINIMUM, AT LEAST 2 CLEAR LARGE PHOTOS (All photos to be in color and no smaller than 6 inches x 4 inches and at least 300 DPI) MUST BE SUBMITTED, ONE WHICH SHOWS THE COMPLETE PIECE OF FURNITURE CLAIMED AND THE SECOND A CLOSE UP OF EVERY DAMAGED AREA.

SHOULD THE CUSTOMER CHOOSE NOT TO RETAIN DAMAGED MERCHANDISE (AND ALL ORIGINAL PACKING MATERIALS), 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, Park Tower, Suite 350, 4009 Banister Lane, Austin, Texas 78704, United States of America. By e-mail: <u>Service@SeasonalLiving.com</u>

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

Be sure to present original manufacturer's invoice (when merchandise was purchased from Manufacturer to first buyer or purchaser) for your claim to be valid.

SEASONAL LIVING – LIMITED MANUFACTURER'S PRODUCT WARRANTY – CERAMIC FURNITURE & ACCENT COLLECTION – August 2019