



SEASONAL LIVING®



MANUFACTURER'S LIMITED WARRANTY

IMPORTANT – BEFORE UNPACKING AND INSTALLING ANY PRODUCT, READ ALL INFORMATION SUPPLIED BY MANUFACTURER including ALL Assembly instructions

EXPLORER COLLECTION

(OCEANS, FUEGO, WINGS PRODUCTS)

WE STRONGLY RECOMMEND USE OF HIGH-QUALITY BREATHABLE FURNITURE COVERS

JULY 2019

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 Seasonal Living re-seller by end customer (So long as customer is able to produce original customer receipt / sales invoice from re-seller and provide number of Seasonal Living invoice. Seasonal Living, (at 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:

Manufacturer will repair or replace the aforementioned product, part, or component with a comparable product, part, or component. Any Explorer product, part, or component must have been installed, used, and maintained in accordance with the written instruction (Manufacturer's

Product Care and Assembly Instructions) included with the product or otherwise provided to purchaser.

This Limited Warranty covers defects in materials , workmanship 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 1 year of purchase, the Product is found to be defective due to quality of craftsmanship and or material defects, 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. At least one photo should capture the entire piece of furniture / item and the second photo should be a close up of the damaged area. Where possible, we would like you to include a US 0.25 cent coin near the damaged / claimed area to help Seasonal Living understand the scale of the damage and or defective area. All photographic evidence is at customer's cost.**

In the event that Seasonal Living determines that defect must be analyzed further, Seasonal Living will arrange pick up and return of some or all parts of the product. Customer must not dispose of any part of the claimed product.

In the event of a dispute of Terms of Sale, Seasonal Living Terms will apply for areas not addressed in the Terms of Sale between both parties (defined as Seasonal Living and its direct customer).

MANUFACTURER DOES NOT PROVIDE ANY WARRANTY AGAINST THE FOLLOWING:

- Damage as a result of failure to pass on Product Care Instructions and Product Warranty Information to end consumer.
- Damage as a result of end consumer not receiving original assembly instructions from re-seller.
- Failure of customer to correctly assemble any part of the Explorer Furniture according to Manufacturer's Assembly Instructions included with the product. YOU MUST CHECK TO ENSURE THAT YOU HAVE ALL COMPONENTS OF THE FURNITURE AND ASSEMBLY PIECES AT THE TIME OF RECEIPT OF YOUR MERCHANDISE AND PRIOR TO ASSEMBLY. DO NOT assemble any item of furniture that is missing any parts
- Natural variations in the surface grain or texture, or the presence of character marks.
- Changes in the surface wood finish due to aging or exposure to light, nature's elements, salt water / vapor and / or any harsh cleaning products or agents.

- 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 – **WARNING! 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). ALWAYS FOLLOW ALL PRODUCT WARNINGS**
- Misuse or abuse of the product.
- This furniture collection is manufactured for domestic / residential use only – it is not designed for commercial use.
- Any damage or failure resulting from improper storage or exposure to extreme temperature.
- Failure resulting from normal wear and tear.
- Damage in shipping. (All product MUST be inspected and all shipping damage and concealed claims processed in writing to Seasonal Living within 48 hours of receipt and signature on the delivery notification by the delivery company).
- Damage to furniture roping materials as a result of: playing with, cutting or unravelling any part of the decorative roping materials used in this collection.
- Unauthorized repair or alterations. All repairs must be approved of in writing by Seasonal Living.
- Damage or loss of any piece or part of product collection such as but not limited to metal components, screw caps and covers etc.
- Damage from sharp objects.
- Damage from customer dropping.
- Damage from 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.
- Force Majeur
- Failure by customer to always follow all Manufacturer's Instructions.

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. **WE STRONGLY RECOMMEND THAT YOU PHOTOGRAPH ALL MERCHANDISE AT THE TIME IT IS DELIVERED. IF the packaging is removed or damaged upon delivery then you will be required to note ANY visible damage on the delivery documentation that is presented to**

you (for signature) by the carrier at the time of delivery. You are required to contact Seasonal Living 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 part 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 MANUFACTURER. SHOULD THE CUSTOMER CHOOSE NOT TO RETAIN ALL DAMAGED MERCHANDISE and ALL ORIGINAL PACKAGING 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, 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 USA 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, CANADA AND MEXICO FOR PRODUCT USE WITHIN THESE COUNTRIES

Contact by post/mail: Seasonal Living, Park Tower, Suite 350, 4009, Banister Lane, Austin, Texas 78704, 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

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EXPLORER COLLECTION – July 2019