



**SEASONAL
LIVING®**

Fizz Collection Limited Manufacturer's Warranty

This Limited Warranty warrants its **Seasonal Living Fizz Collection** furniture to be free of manufacturing defects for a period of ONE (1) YEAR from date of original purchase by the original purchaser. Products must be used in normal weather conditions and in the manner intended. The limited warranty only applies when customer strictly follows all manufacturer's instructions contained in:

- Seasonal Living assembly instructions
- Seasonal Living Product Care Instructions
- Additional information or instructions included in product packaging

How to Make a Warranty Claim

All claims must be submitted in writing to Seasonal Living immediately upon customer first being aware of any damage or defect. Claims must include:

- Original invoice from reseller to end customer
- Number of Seasonal Living invoice
- Detailed description of defects with date encountered
- Photos of damage: At least two photos of each product. Each photo must be minimum 6"x4" and 300 DPI if submitted electronically. Include photos of each damaged area from a distance of 20" to 25" inches from the defect. Place a U.S. \$.25 coin (quarter) in the picture by the defect as a scale reference.
- Seasonal Living claim form with all fields completed
- If detailed photos and the claim form is not comprehensively completed, your claim may be VOID

SeasonalLiving.com

Warranty Contact

service@SeasonalLiving.com

Seasonal Living

Park Tower, Suite 350
4009 Banister Lane
Austin, Texas 78704

Continued on next page

Fizz Collection Limited Manufacturer's Warranty

If A Claim Is Granted

The Manufacturer retains the right to determine whether to replace or repair the product. For legitimate claims, product shall be shipped at no charge to the customer under the same shipment terms as it was purchased from Seasonal Living.

Seasonal Living will only ship small parcel products via UPS/FedEx to residential addresses. All other shipments will be sent to a commercial shipping/receiving company with a standard loading dock.

Shipping Damage

Warranty does not cover shipping damage. All products must be inspected by the signing/receiving party within 48 hours of receipt. All damage including (but not limited to) outer packaging rips, tears, evidence of crushing, and other types must be photographed and described on the delivery notification. Customers must notify Seasonal Living within the 48-hour inspection period, or all transport claims are void.

Warranty Does Not Cover

- Damage from failure to follow product use instructions, care guidelines, product warnings, and other instructions supplied with the product
- Soiling of fabrics from day-to-day use
- Damage because of end customer failing to receive product use instructions, assembly instructions, care instructions, product warnings, and other instructions from reseller
- Damage from customer failing to correctly assemble any part of Fizz furniture
- Damage or loss of any piece of collection, such as components, screw caps, covers, or anything else
- Damage caused by normal wear and tear, misuse or abuse, extreme temperatures, accident, furniture sitting in water, or other external cause
- Damage or falling caused by improper use such as sitting on, standing on, or jumping from or using furniture as a stepladder
- Damage caused by sitting or standing on any part of seat back rests
- Damage caused by improper placement or storage and resulting in furniture falling, being dropped, or knocked over by traffic (human, animal, mechanical) or extreme weather
- Changes in surface finishes due to burns, aging, light exposure, chemicals, solvents, sealing materials, cleaning materials, or oil spills
- Natural variations in colors, grains, or textures in natural or handcrafted materials. Normal softening and flattening of upholstery foam and fibers is not considered a defect.
- Corrosion or damage originating from scratches to powder-coated surfaces
- Spot rusting, rusting of stainless steel staples, or rusting of galvanized frames used in furniture construction
- Any product modification or unauthorized repair

Continued on next page



[SeasonalLiving.com](https://www.seasonalliving.com)

Warranty Contact

service@SeasonalLiving.com

Seasonal Living

Park Tower, Suite 350
4009 Banister Lane
Austin, Texas 78704

Fizz Collection Limited Manufacturer's Warranty

- Products re-sold outside of the original customer/supplier purchase transaction
- Damage caused using sharp instruments or tools
- Damage to any part of the furniture from any animal or insect
- Damage incurred from not moving, handling, or storing the product correctly
- Damage through force majeure or any other reason outside of Seasonal Living's responsibility
- Work or repair using customer's own materials or tools
- Additional parts that are not shipped with the product or defined in the product description
- Any other implied Warranties, whether in writing or verbally communicated

Limitation of Liability

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SEASONAL LIVING IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

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 U.S. 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.



SeasonalLiving.com

Warranty Contact

service@SeasonalLiving.com

Seasonal Living

Park Tower, Suite 350
4009 Banister Lane
Austin, Texas 78704

Continued on next page

Fizz Collection Limited Manufacturer's Warranty

Contact by Post/Mail

Seasonal Living
Park Tower, Suite 350
4009 Banister Lane
Austin, Texas 78704
United States of America

E-mail

service@SeasonalLiving.com

No other forms of communication are acceptable.

We strongly recommend that any mailings by post/mail are sent by registered delivery either with the US Postal Service and or FedEx/UPS or other standard courier companies.

Place of jurisdiction is Austin, Texas.

Governing law of Texas applies.

Contact for claims: service@SeasonalLiving.com



**SEASONAL
LIVING®**

SeasonalLiving.com

Warranty Contact

service@SeasonalLiving.com

Seasonal Living

Park Tower, Suite 350
4009 Banister Lane
Austin, Texas 78704