



SEASONAL LIVING®



FIZZ COLLECTION

PRODUCT LIMITED MANUFACTURER'S WARRANTY

JANUARY 2019

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

WHAT IS COVERED:

Seasonal Living warrants its Outdoor Fizz Upholstery Collection to be free from manufacturing structural defects for a period of TWO years (24 months) from date of original purchase by final customer. Seasonal Living, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this Limited Warranty, which falls under normal use and correct product maintenance as a result of a defect in material or workmanship. This warranty extends only to the original purchaser (Original invoice customers only) who acquires the product in new condition 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 Assembly and Product Care instruction provided by Seasonal Living.

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 12 months, from the date of purchase (from Seasonal Living), 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. A Seasonal Living Product Warranty Claim must be completed and filed for a claim to be valid. Should insufficient information or images (of a Warranty Claim) not be provided in a timely manner, the claim will be denied. The Limited Warranty covers the normal, everyday common-sense use and proper care of the Austin Outdoor Collection.

Product Care instructions must be followed at all times. If you cannot locate these care instructions, contact us for proper care instructions.

SEASONAL LIVING DOES NOT PROVIDE ANY WARRANTY AGAINST (Read, Understand and Follow ALL Product Care Information):

- 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 to product or to person resulting from failure to assemble to read, understand and closely follow Manufacturer's instructions on how to assemble this product
- Failure to closely read, understand and follow at all times Manufacturer's Product Care Instructions – It is your responsibility to obtain these instructions at the time of purchase
- Natural variations in the surface grain or texture, or the presence of character marks
- Changes in the surface finish / color 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 – Seating must be used for seating, NOT for standing on, jumping on/off or any other purpose other than sitting or lying on the furniture in the manner in which it was designed and intended to be used. 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
- Sitting or standing on any part of the seating back rest – sitting on the back rest may over time damage or wear down the upholstery and foam interior. This Warranty does not cover this.

- Normal softening and flattening of upholstery foam and fibers is not considered a defect.
- Corrosion originating from scratches
- Any damage or failure resulting from improper storage or exposure to extreme temperature, weather, atmospheric or humidity changes – When not using the furniture, we strongly recommend you cover this furniture and protect it from extreme weather conditions
- Failure resulting from normal wear and tear
- Misuse or abuse of the product
- Damage in shipping
- Failure to follow all Manufacturer's Product Care instructions OR Instructions shipped with Product
- Unauthorized repair or alterations
- Damage or tears from sharp objects
- 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
- Customer's Own Materials (COM). Customer assumes responsibility for all product failure / loss for all related COM work. ALL COM work is undertaken on a case-by-case basis.
- 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
- Warranty for fabric provided by Sunbrella® covers only the textile for a period of 5 years from being unserviceable due to color loss or loss of strength under normal use in a residential installation.

INSPECTION OF YOUR PRODUCTS

- **You are required to inspect your Products when you take delivery of them** within the designated period of Inspection. This includes checking product for all assembly components and checking that you have received ALL components of this furniture.
- If the packaging is removed or damaged (in any way) on delivery then you will be required to note any damage on the delivery documentation that is presented to you by the common 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 or 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. CONTACT

By Post/Mail: Seasonal Living, 4101, Smith School Road, Building 4, Suite 200, Austin, Texas 78704, USA.

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.

FOLLOW ALL PRODUCT INSTRUCTIONS AND WARNINGS AT ALL TIMES



WARNING!

This furniture is designed and only intended to be used in the manner in which it is sold and described. TABLES must ONLY be used FOR SITTING AT OR PLACING ITEMS ON. Chairs and accent stools are ONLY intended to be sat on by one person at any one time. **ALWAYS FOLLOW ALL MANUFACTURER INSTRUCTIONS INCLUDING ASSEMBLY & PRODUCT CARE AT ALL TIMES.**

THIS WARNING MUST ONLY BE REMOVED BY FINAL CUSTOMER

DO NOT: CLIMB, SIT ON (unless sold as a chair or stool), **STAND OR JUMP ON/OFF THIS PIECE OF FURNITURE OR USE IT AS A STEP LADDER!**

ALWAYS SUPERVISE CHILDREN around furniture. NEVER permit them to play on or under ANY furniture. Children are Your responsibility, ALWAYS supervise children for their own safety. ALWAYS follow Manufacturer's Instructions. Failure to follow these warnings and manufacturer instructions may result in serious bodily injuries, including death.

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SEASONAL LIVING FIZZ COLLECTION – LIMITED MANUFACTURER'S PRODUCT WARRANTY – JANUARY 2019