



**SEASONAL LIVING®**



**PERPETUAL LIGHT WEIGHT CONCRETE & TEAK  
COLLECTION**

## **LIMITED MANUFACTURER'S WARRANTY**

**UPDATED AUGUST 2019**

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

### **Limited Manufacturer's Product Warranty**

This Limited Warranty covers defects of construction, production and faulty workmanship for a period of ONE (1) YEAR (Warranty period) from the date of Sale to the original end customer so long as the product is used under every day normal weather conditions and used in the manner in which it is intended. All claims must be submitted in writing to Seasonal Living with the following original invoices: Invoice showing date of purchase by re-seller and the original invoice from re-seller to the end-customer. There is no Warranty on any product that is re-sold outside of this customer purchasing transaction.

Seasonal Living is not responsible for damage arising from failure to follow Manufacturer's instructions relating to the product's use, product care guidelines and any other instructions and or manuals supplied with the product.

1. The Manufacturer of the Perpetual Product Collection grants a Limited Manufacturer's Product Warranty, confirmed via a Seasonal Living via a paid Seasonal Living Invoice. The Limited Warranty period commences on the date that the product ships from the re-seller to the end customer (as defined in this Warranty).
2. The Manufacturer retains the right to determine whether to replace or repair the product via an in-store credit.
3. In case of a legitimate claim, the product shall be shipped to the customer at no charge under the same shipment terms as the product was purchased from Seasonal Living.
4. In order to grant the Claim, a written notice must be submitted to Seasonal Living upon the customer first being aware of ANY damage or defect. The written notice must include original purchase dates, receipts (as defined above) and photographs of the damage. At a minimum, the claim will include the following: a) Photos that are a minimum size of 6" x 4" inches at 300DPI (the latter if submitted via electronic means) and b) include a photo of each area of damage – Approximately 20-25" inches distance from the defect. We recommend you include a US 0.25 cents coin included in the photo of the damage claim to help us understand scale of the damage c) your claim photos must include at least one (1) photo of EACH product being claimed.
5. Seasonal Living grants a Warranty for one (1 )year in so long as Customer strictly follows all Manufacturer's Instructions at all times in the following documents (issued by the Manufacturer)
  - a) our assembly instructions
  - b) our Product Care Instructions
  - c) Any additional information or instructions included in the packaging of your products

**6. This Warranty does not cover any of the following:**

- A. Any damage to the protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship
- B. Any cosmetic damage, including but not limited to scratches, color variation
- C. Any damage caused by the wrong use with another product of any type
- D. Any damage caused by accident, abuse, misuse or other external cause
- E. Any transport damages. All products must be inspected within forty-eight (48) hours of receipt by the customer. We strongly recommend that photographs are taken by Customer at the time of receipt. ALL damage including (but not limited to) rips, tears and any other damage to outer packaging must be notated on the delivery notification. Failure to inspect and notify Seasonal Living within the 48-hour inspection period voids any and

all transport claims. All claims must include photographs and a description of all damage.

- F. Any damage caused as a result of failure to follow the Product Care Instructions.
  - G. Any product that has been modified without the express written instructions of Seasonal Living
  - H. Any product used for contract or commercial use. This collection is intended to be used for residential grade purposes only
  - I. Any other implied Warranties whether in writing or verbally communicated
  - J. Any defects caused by normal wear and tear or otherwise due to the normal aging of the product
  - K. Any damage as a result of natural light
  - L. Any damage caused by the use of sharp instruments and or tools on the concrete surface
  - M. If the product ID number and or the factory imprint/logo has been removed or defaced from the product
  - N. Any damage due to expansion and or contraction or any movement of wood materials due to natural conditions such as (but not limited to) humidity
  - O. Any natural characteristics of natural materials such as reclaimed wood and are not considered defects: Incision marks, repairs to the wood, variation in grain / pattern, and knots are typical examples
  - P. Any corrosion to metal products as a result of damage to the protective powder coat
  - Q. Damage to any part of the product as a result of not moving the product correctly. Always use the help of another able-bodied adult. Never drag any product on any surface.
  - R. Damage through force majeure or any other reason outside of Seasonal Living's responsibility
7. The Manufacturer does not recognize any other Warranty or any form of Warranty extension

### **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 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: [Service@SeasonalLiving.com](mailto:Service@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

Place of jurisdiction is Austin, Texas

Governing law of Texas applies

Contact for claims: [Service@SeasonalLiving.com](mailto:Service@SeasonalLiving.com)