

# SEASONAL

# Provenance Signature Collection FRP Limited Manufacturer's Warranty

#### Warranty Coverage

This Limited Manufacturer's Warranty warrants its **Provenance Signature Collection by Laura Muller for Seasonal Living** furniture frames and Fiber Reinforced Polymer (FRP) surfaces to be free of structural and manufacturing defects, including natural surface cracking, for a period of THREE (3) YEARS from original purchase date. Products must be used under normal weather conditions and in the manner intended. The Limited Manufacturer's 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:

- Paid Seasonal Living invoice showing date of purchase by reseller
- · Original invoice from reseller to end customer
- Detailed description of defects with date encountered

• Photos of damage: At least one photo 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. \$0.25 coin (quarter) in the picture by the defect as a scale reference.

· Seasonal Living claim form with all fields completed

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#### SeasonalLiving.com

#### Warranty Contact service@SeasonalLiving.com

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

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## 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

• Damaged caused by normal wear and tear, misuse or abuse, extreme temperatures, accident, or other external cause

• Damage caused by extreme weather such as tornadoes, hail, or sandstorms

• Damage or falling caused by improper use such as sitting on, standing on, jumping from, using furniture as a stepladder, or exceeding static weight limit of 250 Lbs/113.4 Kgs. Only use furniture in the manner for which it was designed and intended.

• 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

- Matching of colors, grains, or textures in natural or handcrafted materials
- Matching of repairs and/or colors to any other FRP products
- Cosmetic damage, including, but not limited to, scratches and color variation
- · Corrosion or damage originating from scratches to powder-coated surfaces
- · Any product modification or unauthorized repair
- Products re-sold outside of the original customer/supplier purchase transaction
- Products used in contract marine environments, such as on cruise ships.
- Damage caused by the use of sharp instruments or tools
- Damage to any part of the furniture from any animal or insect

• Damage from cooking or placing hot items directly on top of any surface without a protective barrier, such as a trivet or table mats with heat protection

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- Damage caused by failure to use the product for an extended period of time
- 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

The Manufacturer does not recognize any other Warranty or any form of Warranty extension.

### **Accidental Damage Plan**

Damage resulting from accidents can be covered under the Seasonal Living and Mulberry Accidental Protection Program. For details on coverage and eligibility, visit www.SeasonalLiving.com.

## **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.



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# 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



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