

## Martin Furniture Designs Inc. LIMITED CONSUMER WARRANTY INFORMATION

Warranty is valid from the date of purchase to the original purchaser only. Proof of purchase (original sales receipt including purchase date) is required. Photos or inspection may be required.

PROPER PRODUCT CARE IS ESSENTIAL FOR PRESERVING YOUR RIGHTS UNDER THIS WARRANTY. FAILURE OR NEGLECT TO PERFORM REQUIRED PRODUCT CARE WILL VOID THIS WARRANTY.

Usage in a residential setting: **Martin Furniture Designs Inc.** warranty covers aluminum outdoor patio furniture frames for fifteen years (15). If your **Martin Furniture Designs Inc.** frame fails structurally during normal usage within fifteen years, **Martin Furniture Designs Inc.** will repair or replace the chaise Lounge Chair or Shaded Lazy Susan Table frame at manufacturer's discretion (with same or similar product if discontinued) at no charge. If the finish peels, cracks or blisters within five years, **Martin Furniture Designs Inc.** will repair, refinish or replace the frame at manufacturer's discretion (with same or similar product if discontinued) at no charge. From time to time there may be minor variations in color and texture of finishes. THIS WARRANTY SPECIFICALLY DOES NOT COVER SUCH MINOR VARIATIONS IN COLOR AND TEXTURE OF FINISHES.

**Martin Furniture Designs Inc.** will pay freight costs for the first year in the Continental U.S. Parts and labor are included.

### Smooth Finish Surface Warranty

**Martin Furniture Designs Inc.** offers finishes that are classified as "Smooth Finishes." Such Smooth Finishes are non-textured and have a higher gloss level than other comparable finishes that are suitable for normal, outdoor use. However, Smooth Finishes may highlight normally-occurring characteristics of the surface of unfinished aluminum frames and components that would not be noticeable when using textured finishes. This is particularly the case regarding cast aluminum frames and components. Cast aluminum frames and components may exhibit surface imperfections that are a natural result of the casting and/or finishing processes. Martin Furniture Designs Inc. WARRANTY SPECIFICALLY DOES NOT COVER SURFACE IMPERFECTIONS OF ALUMINUM

## FRAMES AND COMPONENTS THAT MAY BE HIGHLIGHTED BY SMOOTH FINISHES.

The warranty covers vinyl straps, against breakage for five years from the date of purchase. This applies only to breakage, not color changes. In the unlikely event that a strap breaks or pulls loose, **Martin Furniture Designs Inc.** will supply a replacement strap at no charge. **Martin Furniture Designs Inc.** will pay freight costs for the first year in the Continental U.S. (Labor not included.)

This warranty covers vinyl straps against discoloration for three years from the date of purchase. In the unlikely event that a strap becomes grossly discolored, **Martin Furniture Designs Inc.** will supply a replacement strap at no charge. Strap replacement due to discoloration is at vinyl supplier's discretion.

Due to the concentrations of salt air & salt water spray associated with seaside and cruise ship use and concentrations of humidity & chemicals with indoor pool use, **Martin Furniture Designs Inc.** recommends weekly or biweekly periodic cleaning of surface buildup using a mild liquid soap and water to reduce the likelihood of blistering of paint and oxidation of frames. **Martin Furniture Designs Inc.** also recommends quarterly waxing of your **Martin Furniture Designs Inc.** aluminum frames to assist in your product's maximum longevity. Failure or neglect to perform required care may likely result in surface buildup of a white chalky substance which may cause the paint to blister and frame to oxidize. Such failure or neglect will void the Warranty.

### What is NOT covered

- Failure caused by unreasonable, unanticipated or abusive use
- Failure caused by a lack of reasonable and necessary care and maintenance
- Normal fading of vinyl
- Acrylic Table Tops that get scratched from misuse
- Steel Swivel Mechanisms
- Bursting or cracking of tubing due to exposure to water and freezing temperatures

- Return freight after first year
- Minor variations in color and texture of finishes
- Finish failure from indoor pool or seaside use caused by neglecting to provide reasonable and necessary care
- Damage caused by acts of nature
- Wind damage

**THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS, AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL Martin Furniture Designs Inc. BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING INJURY OR DAMAGES RESULTING FROM IMPROPER USE OR MAINTENANCE OF THE PRODUCT.** This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusions and limitations of incidental or consequential damages or limitations on implied warranties, so the described limitations may not apply to you.