

## 2019 DURATTAN OUTDOOR LIVING OUTDOOR FURNITURE LIMITED WARRANTY

**CANDEK SUNDECK SYSTEMS LTD. HERE ON FORWARD THROUGH THIS CONTRACT, KNOWN AS DURATTAN AND/OR DURATTAN OUTDOOR LIVING IS THE SOLE OWNER AND ORIGINATOR OF THE DURATTAN OUTDOOR LIVING BRAND NAME.**

DURATTAN's general residential patio furniture warranty is valid to the original purchaser with proof of purchase (original detailed invoice or available digital invoice from the client profile) for 1 year from the date of purchase. This limited warranty covers the patio furniture for normal residential use only.

Proper maintenance including tightening of all screws/bolts, replacement of worn glides, lubrication of mechanical parts, routine cleaning of the materials and removal of the product in severe climate including high winds is required to keep the warranty from being void.

Our limited warranty is outlined as followed:

### **Patio Furniture (outdoor furniture)**

#### **Aluminum Frame Furniture:**

1 year structural frame warranty against manufacture defects. 1 year warranty against abnormal discolouration and/or fading due to defects of the raw materials. Fading and/or discolouration resulting from exposure to the elements, chemical spills, fluids, stains, oil, water damage or any other causes are not covered under the limited warranty. Unraveling of the resin due to normal wear and tear is not covered under the warranty.

#### **Steel Frame Furniture:**

1 year structural, 1 year resin/weave materials. RUST is part of the aging process of the steel material and is not covered under the limited warranty.

#### **Umbrellas & Umbrella Bases:**

6 month structural, 6 month fabric/materials (fading excluded from warranty for non Sunbrella® Fabrics)

#### **Table Top/Base Surfaces:**

1 year structure failure, peeling, cracking or blistering. Broken glass or cracked glass is not covered under the limited warranty. Synthetic wood table tops should not be placed in direct sunlight or severe UV's as it may cause sun damage. Defects that develop due to extreme climate conditions are not covered by the warranty. Please ensure to keep reflective and glass items that can magnify the light off of the synthetic wood table tops for long periods of time as it may burn/leave marks on the table top that is not covered by the warranty. We suggest to use coasters and placemats to prevent rings/burns/marks on the synthetic surfaces.

In windy conditions, it is recommended that umbrellas be closed, removed from their base and stored or laid horizontally. To ensure stability of your umbrella, please observe proper placement, and use sufficient weight base.

## 2019 DURATTAN OUTDOOR LIVING OUTDOOR FURNITURE LIMITED WARRANTY

### **Furniture Covers:**

6 month warranty against defects such as seam separation. Fading and ripping are not covered under the warranty.

The DURATTAN limited warranty does NOT cover scratches, peeling and chips due to normal wear and tear and not covering your furniture with supplied covers. Limited warranty does NOT cover minor variations in colour, texture, finishes and/or surface imperfections that result from the casting and/or finishing process of the furniture.

All Fabric rips, tears or pilling in upholstered or woven straps/ropes products due to normal wear and tear are not covered.

### **Hardware:**

Hardware components such as adjustable legs and suction cups are under warranty for 1 year against defects. Normal wear and tear and discolouration is not covered under the limited warranty.

### **Outdoor Furniture Cushions:**

DURATTAN covers the fabric of the Sunbrella® Cushion to be free from defects for 1 year as per the warranty provided by our fabric suppliers. Sunbrella® is the leading fabric in the industry and is known not to fade from the UV as it is made from solution dyed acrylic. For information on how to clean the Sunbrella® fabric please ask for our stain cleaning chart. DURATTAN house fabric is covered for 6 months under the limited warranty as it is not made from solution dyed acrylic, we highly suggest to use a fabric guard spray to protect the fabric from the harsh UV and to add a water repelling property to the fabric to extend the life. Only use recommended cleaners to clean the fabric. Fading and/or discoloration of fabrics or slings resulting from exposure to the elements, chemical spills, fluids, stains, oil, water damage or any other cause are not covered. Mildew will grow on dirt, dust, pollen and other organic matters on fabric covers; this is not covered by warranty. Softening of cushions or foams is part of normal wear and tear process, and is not considered as defective. Shrinkage of covers due to improper cleaning procedures will void the warranty.

Toss/Accent Cushions are covered under the warranty for 6 months against manufacture defects due to their portable nature. Fading, staining, mould & mildew is not covered under the limited warranty.

### **THIS WARRANTY DOES NOT COVER**

- Failure due to lack of routine maintenance. Standard maintenance and upkeep should be done at regular intervals.

## 2019 DURATTAN OUTDOOR LIVING OUTDOOR FURNITURE LIMITED WARRANTY

- In pool/spa, lake or seaside use, finishing failure or hardware damage caused by neglecting to provide reasonable and necessary care. In seaside or pool area use, salt and chlorides can accumulate and cause built up of aggressive corrosive matter. Weekly surface cleaning is recommended to prevent blistering of paint and oxidation of frame or hardware.
- Breakage due to abuse or misuse, alternation or modification of the product.
- Improper assembly, improper shipping or handling by customer.
- Damage caused by acts of nature, vandalism, or fire.
- Damage caused by ammonia cleaners, suntan oils, and other harsh chemicals.
- Glass breakage, chipping and cracking.
- Scratches and chips resulting from normal wear and tear.
- Fabric rips, tears, or pillings appears in upholstered, woven straps and ropes products.
- Flattening or compression of cushions and pads.
- Failure of powder coating finishes due to abrasion, including abrasion caused by stacking the furniture or scraping against other surfaces.
- Normal fading of color caused by exposure to sun and weather.
- Bursting or cracking of tubing due to exposure to water and freezing temperature.
- Products that are sold in “as is” condition or clearance merchandise.
- Minor variations in color, texture or finishes and surface imperfections that result from the casting and/or finishing process.

### **Winter Storage**

During the winter months, all outdoor furniture should be stored indoors in an upright position to allow for proper water drainage, serious structural damage caused by freeze or ice damage is not covered by warranty.

### **RETURN OF FURNITURE**

All returns require prior authorization by DURATTAN for quality control purposes and verification.

Warranty returns require digital images of damage to substantiate the warranty claim or inspection by a sales representative. Both original sales invoice and delivery receipt showing purchase date and terms of sales must be submitted for warranty claim.

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At DURATTAN's sole discretion, we will repair or replace any item that meets the above criteria. DURATTAN may discontinue any component such as fabric, paints or finishes at any time. If a collection has been discontinued and a replacement is necessary we will replace it with any style and finish that most matches the returned item. Furniture must be returned to us in proper packaging. Shipping and handling is NOT included in order to process or replace an item even under warranty. It is the sole responsibility of the purchaser to pay for all shipping and handling fees to get the items to and from AquaFire Leisure along with any express requests to have the item expedited from the factory overseas to Canada. Repairs and/or replacements can take up to 6 months or longer and is beyond our control due to the out of country location of our factory. Labour to pickup the furniture and/or reinstall the new furniture is not included in the limited warranty.

Once your warranty replacement has been approved the warranty period remains unchanged and still is based from the original date of purchase on your official invoice. Warranty service or repairs of any kind do NOT extend your warranty period unless an extended warranty has been purchased during the original sale of the furniture.

The terms of this warranty are subject to change without notice.

**LIMITATION OF DAMAGES: THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS: ORAL, WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL DURATTAN BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OR INABILITY TO USE THIS PRODUCT. BY PURCHASING A DURATTAN PRODUCT YOU AGREE TO THE ABOVE CONTRACT AND WILL OBEY BY THE SET FORTH TERMS & CONDITIONS OF THE LIMITED WARRANTY.**