

## WHAT IS COVERED UNDER THIS WARRANTY?

The item(s) you have purchased are warranted as outlined below:

- Frames. Frame construction is warranted against defects in material and workmanship for ten (10) years from purchase date. Damage to frames or welds resulting from improper assembly or exposure to water and/or sub-freezing temperatures is not covered.
- Finishes. Paint finishes are warranted against peeling, cracking and blistering for three (3) years from date of purchase, provided the item has not been scratched, abraded or exposed to extreme high UV rays. Chips, scratches and/or fading resulting from normal wear and tear and/or exposure to the elements are not covered.
- Fabrics. Sling fabric and cushions are warranted against separation at the seams for:
- Five (5) years from date of purchase for Sunbrella® fabrics.
- Five (5) years from date of purchase for Outdura® fabrics.
- Five (5) years from date of purchase for Solartex fabrics.
- One (1) year from date of purchase for all other fabrics.
- Fading and/or discoloration resulting from exposure to the elements, oils, spills, fluids, chemicals, water damage or any other cause are not covered.
- Straps and/or Wicker. Straps and wicker weave are warranted against separation and tearing for three (3) years from date of purchase. Fading and/or discoloration resulting from exposure to the elements, extreme UV rays, oils, spills, fluids, chemicals or any other cause are not covered.
- **Umbrellas.** Umbrellas are warranted against defects in material and workmanship for one (1) year from date of purchase. Umbrella bases are sold without warranty of any kind and are not covered under any circumstance.
- Stone, Marble and Other Natural Tops. Apricity stone, marble and other natural tops are warranted for a period of one (1) year from date of purchase against structural failure due to defects in materials or workmanship. The organic nature of stone, marble and other natural tops allows each to have its own distinctive appearance. There will be variations in the organic color, gloss, and texture of the top. These variations are normal and not covered under the warranty. Fading, discoloration, or stains due to negligence or improper care; normal wear marks such as chipping or pitting, cracking, loosening; or other damage resulting from freezing water are not covered under the warranty.
  - Resysta Wood. Resysta wood is warranted for a period of three (3) years from the date of purchase against defects in material, workmanship, or fading. Resysta wood is an environmentally friendly resin product composed of rice husk, salt, and mineral oil which is highly weather and UV resistant, and made to withstand exposure to the outdoor elements. Resysta wood can be damaged and/or discolored by contact with suntan oils, lotions, and other UV inhibiting or skin coloring products. Discoloration, loss of color, or damage to Resysta wood resulting from contact with these products are specifically excluded from coverage under the foregoing warranty. All other warranty limitations and exclusions also apply.

Fire Pits are warranted against defects in materials and workmanship for one (1) year from date of purchase.

**Glässs** tops are not covered against breakage. Also excluded from warranty coverage are all glass accessories.

## WHAT WILL BE DONE SHOULD I NEED TO FILE A WARRANTY CLAIM?

Should any item fail to be as warranted, we, in our sole discretion, will provide replacement parts, replace the item or issue a refund. If we decide to replace a discontinued item, an item of similar style and quality, as we determine, will be substituted.

## **HOW DO I OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must contact our customer service center within the relevant warranty period and provide us with a copy of your dated register receipt as proof of the purchase date. We reserve the right to request photographs, sales receipts and/or return of the defective item(s) and/or such other evidence relating to any claim deemed necessary under the circumstances. Warranty claims for missing or damaged items must be submitted within ninety (90) days of purchase. If you purchased the product through a dotcom retailer and received a damaged item, please contact the retailer to report shipping damage. Please call the customer service center at 1-800-416-3511 for additional warranty claim details and procedures. You may also contact us by emailing customerservice@va-cs.com. Hours of operation are Monday-Friday 9:00 AM — 5:00 PM Eastern Time.

## WHAT ARE THE LIMITATIONS AND EXCLUSIONS OF THIS WARRANTY?

This warranty is subject to the limitations set forth above. In addition, this warranty is made to the original purchaser only, and is effective only if items are purchased from an authorized retailer. This warranty is not transferable. For warranty replacements based on warranty claims submitted within one (1) year of purchase, we will pay shipping and handling charges within continental North America. After the first year, shipping and handling charges are your responsibility. We will not be responsible for charges associated with shipments outside continental North America at any time or for any reason.

THIS WARRANTY IS GIVEN AND RELATES TO PRODUCTS SOLD TO YOUR RETAILER BY AGIO INTERNATIONAL CORPORATION AND ITS AFFILIATES. IT MAY ALSO RELATE TO PRODUCTS
OTHERWISE SOLD UNDER THE AGIO BRAND. WARRANTY SERVICES ARE ADMINISTERED BY POINT OF IMPACT, INC., AN INDEPENDENT CONTRACTOR, WHICH IS NOT RESPONSIBLE FOR
THE WARRANTY OBLIGATIONS SET FORTH HEREIN.

Warranty Exclusions: This warranty is subject to the exclusions set forth above. In addition, the following are excluded from coverage under this warranty: any item used for commercial, contract or any other non-residential purpose; clearance items; display models or items purchased "as is"; freight damage; items subject to misuse, abuse, neglect or lack of proper care or maintenance (including without limitation as provided in any "care and maintenance guide" or similar information we provide); normal wear and tear; damage caused by acts of nature, acts of force majeure, vandalism, fire or other casualty, or improper assembly; hardware against corrosion or rusting; purchased or replacement parts; and all plastic parts. Also excluded are loss of use or time; inconvenience; money; travel; packaging; or incidental, special or consequential damages of any kind. Replacement of defective items or parts as provided herein, or pro—rated refund of your purchase price, at our sole discretion, shall constitute your sole and exclusive remedy for items which are not as warranted. In no event shall our responsibility exceed the purchase price of the item found to be other than as warranted.

THIS WARRANTY IS THE EXCLUSIVE STATEMENT OF YOUR RIGHTS WITH RESPECT TO ITEMS YOU HAVE PURCHASED, AND SUPERSEDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERM "ITEM" WHEN USED HEREIN IN THE SINGULAR REFERS TO THE SPECIFIC PIECE FOUND TO BE DEFECTIVE, AND NOT TO THE ENTIRE SET OR COLLECTION OF WHICH THE ITEM IS A PART. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Care and Maintenance: The beauty and longevity of your new Apricity products can be enhanced through proper care and maintenance. If you have questions regarding care and

maintenance

of the item(s) you have purchased, please see our Care and Maintenance Guide at apricityoutdoor.com.