Warranty

DecoScape offers the following warranties on our products valid from the date of shipping and to the original purchaser only. Warranty claims must be submitted directly to your sales representative or by contacting Customer Service at cs@decoscape.com for assistance. Clearance and Promotional items are not covered by this warranty and are not eligible for returns and/or exchanges.

Limitations

Please note that proper product care is essential for preserving your rights under this warranty. The warranty is void and fails to cover accidental damage, abuse, misuse, or normal wear and tear, including: fading, scratched or chipped finishes, weathering under normal weather conditions, staining or discoloration. Minor variations in color and texture of finishes are expected on all furniture products and therefore not covered under this warranty.

DecoScape is not responsible for labor, handling, and/or freight charges associated with the return, removal, or installation of items that we send as replacements or repairs on warranty claims. This includes any repairs made by us on-site.

1-Year Warranty

The limited 1-year warranty covers all defects in workmanship against tearing or discoloration and materials on all fabric, sling and upholstered cushions, including Sunbrella® products, based on normal conditions of use. The fabric manufacturer may provide an additional 5-year warranty. Contact customer service and your sales representative for more details. Pillows are not covered under this warranty.

Durarope

Durarope has a 1-year limited warranty that protects against normal wear and tear. Any mishandling or improper care of Durarope will void this warranty. Any use of harsh chemicals, such as bleach or ammonia will void the warranty.

Pouf

All Pouf products have a 1-year warranty against deflation.

Duraboard Warranty

The limited 2-year warranty covers all defects in workmanship and materials of all Duraboard products based on normal conditions of use, for the Duraboard component only. Duraboard is made of High-Density Polyethylene and can be used indoors or outdoors as it will not fade in the sunlight.

Molded Resin

Molded Resin products have a limited 3-year warranty on breakage or manufacturer's defects. Molded Resin products have a limited 1-year warranty against discoloration and color fading.

3-Year Wicker Warranty

The limited 3-year warranty covers all defects in workmanship and materials of any woven, Duraweave / Wicker and Weave strap products based on normal conditions of use.

3-Year Durawood Warranty

The limited 3-year warranty covers all defects in workmanship and materials of all Durawood products based on normal condition of use from the date of purchase; with regular usage, Durawood will not crack, peel, decay, or lose structural integrity due to insect infestation. Durawood implements UV-stabilizers to minimize fading, however, Durawood may fade with prolonged sun exposure. To further reduce fading store products during periods of inactivity and/or use a UV-protectant. Discoloration is not covered under this warranty. Warping and/or bowing may naturally occur due to variants in weather and is not covered under warranty.

5-Year Composite Slat Warranty

The limited 5-year warranty covers all defects in workmanship and materials of all composite slat products based on normal conditions of use from the date of purchase. Warping and/or bowing may naturally occur due to variants in weather and is not covered under warranty.

Umbrella Warranty

The limited 3-year warranty covers all defects in workmanship and materials on umbrella frames based on normal conditions of use. Finishes that are properly maintained are also guaranteed for three years. This warranty is void if umbrellas are left open during strong winds and severe weather conditions, and/or cranking a cantilever umbrella to the point of rope-snapping. The occasional tightening of screws and oiling of parts may be needed to extend the life of the umbrella.

Wheels are not included in this warranty. Wheels are optional installs and are installed at your own risk. Wheels may rust and will not be replaced by our factory.

Limited Lifetime Warranty

Aluminum outdoor products are coated with polyester triglycidyl isocyanurate (TGIC) powders, making them highly resistant to corrosion, chipping and flaking. We offer a

limited lifetime warranty on our extruded aluminum made in the United States. If a frame or weld structurally fails, DecoScape will assess the issue and repair or replace.

What Is Not Covered

- Repairs or replacements NOT authorized in writing by DecoScape.
- Failure of furniture frames, parts or welds due to neglect or improper use.
- Normal fading, discoloration or scratching resulting from normal wear.
- Stretching of fabric or upholstery resulting from normal wear.
- Stains due to contact with, but not limited to chemicals, lotions or cleaning solutions.
- Non-proprietary items such as glass or tabletop surfaces, which may be warranted by their manufacturers.
- Freight damage if your order is delivered by a third-party freight carrier as the title to the merchandise passes to the carrier and purchaser at time of shipment.
- Discoloration.
- Warping and/or bowing may naturally occur due to variants in weather and is not covered under warranty.
- Wind, fire, flood or freeze damage.
- Water damage within the frames.
- Ring stains caused by cups or objects placed at high heat or plates placed at high heat.

Powder Coat Warranty

If the finish on any powder coated product peels, cracks or blisters within three years, DecoScape will repair, refinish or replace the frame at manufacturer's discretion (with same or similar product if discontinued) at no charge. Minor variations in color and texture in the finishes are expected. This warranty does not cover such variations, and they are not considered a reason for a refund, exchange, or replacement.

Conditions

- 1. DecoScape recommends that powder coated finished products located less than 1000 feet from the seashore (saltwater) be systematically freshwater rinsed (at least biannually), so as to prevent the accumulation of salt deposits.
- 2. This will not apply to damage to and/or failure of the metal caused by moisture or other contamination detrimental to the metal because of improper packaging, storage or handling of the coated metal/ aluminum prior to installation by the customer; scratching or abrading of the metal during or after installation by the customer; standing or ponding water; improper cleaning and/or pretreatment of the metal; corrosion of the metal substrate; or acts of God, falling objects, explosions, fire, or other such similar or dissimilar occurrences beyond DecoScape's control.
- 3. DecoScape's exclusive liability and the customer's sole remedy under this warranty, or otherwise, shall be limited to, at DecoScape's option, the refinishing, replacing, or refurbishing of the powder coat finish of the defective metal. Such refinishing shall be

performed by DecoScape or DecoScape's approved contractor, using standard powder coating finishing practices and materials as selected and/or approved by DecoScape. DecoScape reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld. The Powder Coating Warranty on any refinished or replaced coated metal shall be only for the remainder of the Powder Coating Warranty period applicable to the metal originally coated. In no event shall DecoScape be liable under any theory of recovery, whether based on negligence of any kind, strict liability or tort, for any direct, indirect, special, punitive, incidental or consequential damages.

- 4. All claims relating to quality, condition or performance of the powder coat shall be waived unless made by the customer in writing to DecoScape within the applicable Powder Coating Warranty period, and within thirty (30) days after the customer is informed or becomes aware of a defect in the coating; DecoScape must be given a reasonable and prompt opportunity to inspect said defect.
- 5. Except for the Powder Coating Warranties, DecoScape MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE COATINGS.
- 6. The Powder Coating Warranty is extended solely to the customer. It is nontransferable and non-assignable, and the customer shall not permit or authorize their employees, agents, representatives or the customer to claim, represent or imply that the Powder Coating Warranty extends or is available to anyone other than the customer.
- 7. This warranty does not include any pieces of a chaise that is compromised, i.e, foot caps, slings, or consumables.
- 8. In the event of a material breach by the customer of any of the conditions of this Agreement, DecoScape shall have no other liability for any failure claims.
- 9. DecoScape reserves the right to terminate the warranty at any time upon sixty (60) days prior notice, except with respect to any which already has been shipped to the customer prior to the giving of such notice.
- 10. All notices and claims given under or pursuant to this warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested.
- 11. DecoScape and the customer agree that this warranty does not constitute an obligation of any kind whatsoever on the part of the customer to purchase any of the finished product from DecoScape; but rather, it provides the governing terms and conditions as to the parties' respective liabilities and rights if, and when, any such purchases/sales of any of the products finished with metal occur.
- 12. No terms or conditions other than those stated herein, and no warranty or understanding, in any way purporting to modify this warranty shall be binding upon a party unless made in writing and expressly refers to this warranty and is signed by that party's authorized representative. This warranty supersedes and cancels any prior representations, warranties, and agreements relating to the subject matters of this warranty.

- 13. This warranty is made under Florida law (without giving effect to the conflict of law principles thereof) and the local laws of Florida shall apply to the construction, enforcement, and interpretation of this warranty.
- 14. In the event of a warranty claim, the owner will be required to provide proof of purchase, and a sales receipt verifying the date.