

TEXACRAFT®

Texacraft Manufactured Product CONTRACT (COMMERCIAL) WARRANTY

Extruded Aluminum Frame – Five Years

If the extruded aluminum furniture frame fails structurally (i.e. broken frame or welds) within 5 years from the date of purchase, we will replace, repair or refinish the frame in the original color and style, if available, or in a similar color and style if the original has been discontinued.

Paint Finish – Two Years

If finish blisters or peels within two years from the date of purchase, Texacraft will repair or refinish the frame in the original color and style, if available, or in a similar color and style if the original has been discontinued.

Vinyl Strap – Two Years

If a strap breaks within two years from the date of purchase, a replacement strap will be sent directly to you in the original color and style, if available, or in a similar color and style if the original has been discontinued. If a strap becomes faded or mildewed within two years from the date of purchase, a replacement strap will be sent directly to you in the original color and style, if available, or in a similar color and style if the original has been discontinued.

Fabric on Cushions, Slings and Umbrellas – One Year

If the fabric on a cushion, sling or umbrella tears, mildews or fades excessively within one year from the date of purchase, we will repair or replace the fabric in the original color and pattern if available, or in a similar color and pattern if the original has been discontinued.

Umbrellas and Umbrella Bases – One Year

If an umbrella or umbrella base fails structurally within one year from the date of purchase, we will, at factory option, repair or replace the umbrella or umbrella base, in the original color and style if available, or in a similar color and style if the original has been discontinued.

Woven Components – Two Years

If a woven component fails structurally (i.e. broken frame, welds, or resin), or if the weave unravels or fades excessively within two years from the date of purchase, we will replace, repair or refinish the product in the original color and style, if available, or in a similar color and style if the original has been discontinued.

Composite Table Tops – One Year

If a composite table top or copper top fails structurally within one year from the date of purchase, we will, at factory option, repair or replace the table top, in the original color and style if available, or in a similar color and style if the original has been discontinued. Some of the table tops have painted decorations which may fade when exposed to direct sunlight. This fading is excluded from the warranty. See other exclusions below.

Cast Aluminum Tops – Two Years

If a cast aluminum top fails structurally within two years from the date of purchase, we will, at factory option, repair or replace the table top, in the original color and style if available, or in a similar color and style if the original has been discontinued. Some of the table tops have painted decorations which may fade when exposed to direct sunlight. This fading is excluded from the warranty. See other exclusions below.

Texawood HDPE Furniture

Basic Warranty:

5 year from original date of purchase regarding material defects, splinter, crack, chip, peel, rot or suffer structural damage from insect infestation

Component Parts – One Year

If a component part (glides, bolts, wheels, etc.) fails due to manufacturing defects within one year from the date of purchase, we will, at factory option, repair or replace the part, in the original color and style if available, or in a similar color and style if the original has been discontinued.

Umbrella Warranty

Fabric umbrellas are constructed from the finest commercial material. Due to severe weather to which umbrellas may be subjected, Texacraft warranty does not apply. FiberBuilt Umbrellas warrants its fiberglass umbrella ribs to be free from defects in material and workmanship under normal conditions for a period of three years from the date of original purchase.

Shipping

If required, Texacraft will pay for shipping to and from the customer (for frames) of damaged or replacement products for a period of three years from the date of purchase. If the product is warranted for a period of less than three years, for example, fabrics, etc., Texacraft will pay for shipping of the damaged or replacement product during the warranty period.

This warranty is a limited warranty, and applies to the original purchaser only. Proof of purchase is required. Warranty coverage begins on the date of purchase.

Note: Texacraft or its suppliers may discontinue any component parts such as fabric, paint, etc., at any time.

Texacraft reserves the right to determine whether to replace, repair or refinish and mode of transportation of authorized returns.

EXCLUSIONS

Failure caused by unreasonable or abusive use, fire, freight damage, acts of nature (such as, but not limited to freezing or high winds), suntan oil or other chemicals, normal fading, scratching or chipping of the finish, fading, weathering or staining or discoloration of furniture, accidental damage repair or modifications by consumer, commercial use, normal wear and tear are excluded from the warranty.

NULL AND VOID:

- Unauthorized repairs — Customer should take digital photographs to submit for approval and solutions on any repairs. Contact your sales rep for additional information.
- Breakage due to abuse or misuse — If any claims are made we will make an objective review.

- Repair, alteration by anyone other than Texacraft — Engineering can tighten or replace with same factory bolts. Customer should take digital photographs to submit for approval and solutions on any repairs. Contact your sales rep for additional information.
- Damage from accidents — Examples:
 - Spilling red wine on a sling fabric.
 - Sitting on furniture with sharp object in pocket that cuts the sling.
 - Burning cigarette holes in the fabric.
 - Accidentally spraying the furniture with any chemicals, i.e. lawn chemicals, fertilizer, etc.
- Normal fading of vinyl color caused by exposure to the sun and weather — See Sling Warranty and Paint Finish Warranty above.
- Furniture is not designed for in-pool use - Voids warranty. — Our furniture is not designed for in-pool use. Any type of pool chemicals will compromise the frame finish. - examples:
 - Submerging furniture in pool during hurricanes or wind storms
 - Placing furniture in shallow pool areas for lounging

Winter Storage

All furniture should be stored in an upright position to allow for proper water drainage. Storing furniture upside-down may cause water to accumulate and freeze inside the frame, causing serious structural damage that is not covered by the warranty.

Return of Furniture

If it becomes necessary to return furniture, the original purchaser must provide proof of purchase when making a claim. Prior written authorization from the factory is required to obtain a Return Goods Authorization (RGA) number. This RGA number must be attached to each piece of furniture returned to the factory.

For additional information or service, contact your Texacraft sales representative.

Warranty Information on Drop Ship Products Including Other External Manufactured Products

Nest Lantern

3 years on the GFRC material, and 1year on burners, valves, electrical components and controls (excluding the batteries) We do have a technical Service Department for any customer questions.

Fiberglass Planters, Containers and Stools

Products- Fiberglass Containers and Planters: Mirage, Maverick, Swell, Monsoon, Sidekick, Axis, Cloud Break, Fairfax, Tiburon, Infinity, Hive, Helix, Ajax

Manufacturer warrants to the initial purchaser that their products are of good material and workmanship, free of manufacturing defects. They will function as described under normal use and service for one year. Freeze and thaw can damage fiberglass containers. It is essential that water is able to drain from the containers. Damage from freezing and thawing is not covered by the warranty. Rough handling of the containers will void the warranty, such as lifting from the lip of the container while planted. Manufacturer at their discretion will either repair, exchange, or give credit for any item proving to be of defective materials or workmanship.

Lagoon

Manufacturer warrants the products for a period of 1 year on steel frames and resin surfaces and 1 year on paint or powder finish (if applicable) against peeling, cracks and blisters. For defects in materials or labor used in the manufacturing of the products manufacturer will repair or replace defective product at no charge to the customer. The defective product must be returned (shipping prepaid) to the manufacturer with proof of purchase. For specific information consult your Texacraft sales representative.

Warranty is not valid under following circumstances: (manufacturer is not responsible for the guarantee in the following caes:

1. When the product has not been used under normal conditions
2. When the product had not been operated according to instructions
3. When the product has been altered or repaired by persons not authorized by manufacturer
4. The damage to structures due to welding or assembly or exposure to water and/or freezing temperatures, the exhibition of oils, liquid spills, or chemical products, chips and scratches resulting from use and normal wear
5. Any piece of glass is excluded from warranty

Fiberglass Cubes & Cultured Granite Tops

Products- Cultured Stone Tops- Faux Granite

Products- CUBE. Faux Granite

Manufacturer warrants to the original purchaser that products will be free from defective materials or workmanship under normal use and service for a period of two (2) years from the original purchase date. See exceptions and exclusions, below.

MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OR USE OF ITS PRODUCTS, NOR SHALL MANUFACTURER BE LIABLE FOR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES INCURRED BY THE ORIGINAL PRUCHASER OR BY ANY OTHER PERSON, FIRM OR CORPORATION.

This warranty is void if the product warranted has been damaged by accident or unreasonable use, neglect, improper installation (failure to fully support table tops may result in warping) or service or other cause not arising out of defects in material or workmanship. Damage caused by allowing water to enter the core of table tops is not covered by this warranty.

During the warranty period, your product will either be repaired or it will be replaced with a like product (at **Manufacturer's** option) without charge to the original purchaser, when returned prepaid and insured, with proof-of-purchase date to **manufacturer** at its address as listed above. Any expenses incurred in the removal, replacement or transportation of the product is not covered by this warranty. Any acceptance of product by manufacturer. for replacement shall not be deemed an admission that the product is in violation of warranty or defective.

This warranty is **the manufacture's** only express warranty. Any implied warranty shall not extend beyond two years from the date of original purchase. Some states do not allow limitations on implied warranties, so this limitation may not apply to you.

In the event of replacement, the replacement product will continue the warranty of the original product, or ninety (90) days, whichever is longer.

This warranty gives you specific legal rights. You may have other rights which vary from state to state.

Euro Form Collection

Products- Polypropylene Chairs, Chaises and Tables.(Nest Chair, Atlantico Chaise Lounge, Cube Table, Spritz Side Table, Palma Arm Chair, Erica Side Chair, Duca Bar Stool, Lido Bar Stool, Fiore Table, WErzalit Tops

Manufacturer will repair or replace any item found to have a manufacturing defect if a claim is made within the stated "warranty period" of three (3) years from the date of purchase.

The warranty excludes any time subjected to improper use which includes but is not limited to:

Damage due to abuse or negligence

Damage due to improper use of the item

Damage due to the use of solvents or caustic substances on the product

Texawood

5-Year Limited Warranty

Manufacturer warranties to the original purchaser ("Purchaser") that, for a period of five (5) year for commercial use from the date of original invoice, under normal use and service conditions, shall be free from material defects, and shall not splinter, crack, chip, peel, rot, or suffer structural damage from insect infestation. Further, manufacturer warranties that for a period of 30-days from date of purchase all products shall be free from defects related to workmanship

Aluminum Frames:

- Welds and Joints are warranted to not break or crack for 5 years of commercial use
- Powder coat finish is warranted to not peel for 2 years of commercial use

Hardware:

- Hardware used in production or assembly of products is warranted to not break for 5 years of residential use, 1 year of commercial use

The following items are specifically excluded from the limited warranty. Manufacturer shall not be liable for any failure, defect or damage resulting from or connected with the following:

- Fading, color change or color match – HDPE products are made with UV-stabilizers to minimize fading; however, upon exposure to the sun all colors will fade to some degree. To minimize possible fading: keep product covered, utilize cushions where applicable, minimize direct sunlight by storing product when not in use or use a UV-protectant
- Rust or corrosion of stainless steel or zinc coated steel hardware (please see Cleaning/Maintenance information for details on how to maintain your hardware)
- Rust or corrosion of steel frames
- Assembly or handling of products after they leave our factory, including any lack of performance or improper performance in any way by the dealer or assembler
- Abnormal use of the products
- The application of paint, varnish or other coating or chemical not approved by manufacturer or the application of heat or radiation from an external source, such as a barbecue grill, another appliance, fire or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Labor, transportation or assembly costs
- Color or pattern variance between any new replacement section or pieces and other sections or pieces. (We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality)
- Damage caused by, among other things, use of incompatible accessories, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors), or any act of God (such as fire, flooding, hurricane, earthquake, tornado, lightning, ice, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which may cause any colored surface to gradually fade, darken, chalk, or accumulate dirt or stains)

- Assembly of hardware, accessory items or defects caused by their assembly
Proper maintenance of your product is required to support the benefits of this warranty. This warranty is voided in the event that there are indications of abuse or neglect to the furniture. This warranty does not apply to normal wear and tear effects on the furniture, which are received by regular use of the furniture.

For service under this warranty, first contact Texacraft. When submitting a claim, you will be required to submit the written description of the defect, proof of purchase receipt including the date. Be prepared to supply photographs of the product. Once documentation has been received and evaluated, manufacturer's sole responsibility shall be, at its option, to repair or replace defective component, to repair or replace defective furniture, or authorize repairs by a third party, and the Purchaser will be notified of the solution. Should defective product no longer be available, manufacturer may replace with similar product of our choosing. All returns require a Return Merchandise Authorization prior to being returned. Manufacturer will provide a one-attempt call tag for those items it requires be returned under our warranty. Failure to return product via manufacturer's call tag will transfer responsibility to return product to Purchaser at their own cost. If product is not returned within 30 days of Return Authorization, Purchaser is responsible for all shipping charges that may apply. All returns must have the RMA # clearly visible on outside of shipping box. Failure to return requested defective product will result in forfeiture of any credit

Under the manufacturer's warranty, replacement of defective product will require Purchaser to pay for the replacement. Once the defective product is returned to manufacturer and evaluation confirms it is defective, credit will be issued to the purchaser. Should Purchaser return defective product to manufacturer prior to shipment of replacement, any credit would be applied to replacement product.

No person or entity is authorized by manufacturer to make and manufacturer shall not be bound by any statement or representation as to the quality or performance of manufacturer's products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by manufacturer and Purchaser

UNDER NO CIRCUMSTANCES WILL TEXACRAFT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND POLY-WOOD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR RETURN OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions 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.

Executive Cabanas

Product- Executive Cabanas (Hermosa, Redondo, Laguna), Shade Structure, Towel Valet, Cloud Daybed

Manufacturer agrees to repair or replace any or all work, which may prove to be defective in its workmanship within a period of two (2) years from the original manufacture date. Ordinary wear and tear, abuse, acts of nature or neglect are not covered under this warranty.

Selective fabrics (5 yr & 8 yr.) and other materials may carry warranties by their manufacturer.

In-Pool Collection

Product- In-Pool Collection (In-Pool Lounger, Raised In-Pool Lounger, High Back Chair, Side Table, Island Bed, Modular Collection, Polyethylene Planters, Affinity Collection)

Two (2) Year warranty against manufacturing defects.

Manufacturer's products are made to last and are backed by a two-year warranty against defects in material and workmanship. Proof of purchase is required. This warranty applies only to the original owner. This warranty is void if the products are structurally altered or subjected to stress beyond the physical limits of the materials used in body or components, or is damaged as a result of abnormal use. Normal wear and tear is not warranted. This warranty does not include any manufacturer responsibility for any incidental or consequential damages resulting from the use of the products.

Outdoor Games

Products shall be free from material defects, and shall not splinter, crack, chip, peel, or rot for two (2) years for commercial use from the date of purchase. Product Hardware is warranted to perform as required for one (1) year for commercial use from the date of purchase.

Euro Height Fire Tables

Many aspects of this product are hand-produced, hand-finished and use natural materials, which makes them subject to variations in color, finish and size. All pieces will mature and age over the course of time through natural processes associated with use, heat and flame. These changes are an essential part of the dynamic of the piece. The manufacturer reserves the right to make minor amendments without prior notice.

Length of warranty

12 MONTH WARRANTY FROM DATE OF PURCHASE ON STAINLESS STEEL PARTS INCLUDING RAW, FINISHED AND POWDER COATED, ON MILD STEEL INCLUDING POWDER COATED AND CHROME PLATED, CONCRETE COMPOSITE AND GLASS. Chips and scratches are not covered by warranty. Natural variation in color, texture and porosity may occur with Concrete Composite products and

are considered inherent and valued qualities of the material. Non-structural hairline cracks are possible and shall not be considered a manufacturing defect.

The manufacturer undertakes to: Repair or, at its option, replace without cost to owner either for materials or labor, any part that is found to be defective.

The express warranties do not include:

A. Service calls to:

1. Correct the installation of the product.
2. Instruct you how to use the product.

B. Repairs when product has been used in other than normal domestic/commercial use or when not used in accordance with the Installation, Operating and Maintenance Manual.

C. Repairs when parts or models have been modified or altered in any way that has not been approved in writing by the manufacturer.

D. Repairs when the product has been dismantled, repaired or serviced by anyone other than an approved supplier of the manufacturer.

E. Pick up and delivery.

F. Normal maintenance as required in the Installation, Operating and Maintenance Manual supplied with the product.

G. Transportation or traveling costs involved in the repair.

H. Damage to the product caused by accident, misuse or Act of God.

I. Any incidental shipping or holding costs to deliver your product or parts to an Authorized Customer Service Center.

The Warranties set out are express Warranties given by the manufacturer and are in addition to the rights and remedies which are conferred upon consumers by the Competition and Consumer Act 2010 of the Commonwealth and other Commonwealth, State or Territory legislation. Service under the warranties set out above must be provided by the manufacturers' authorized Customer Service Center which shall provide service during their normal working hours.

UltraSite Products

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within five (5) days. UltraSite is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

Thermoplastic and Powder Coated Products

UltraSite provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. UltraSite guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

Lifetime Limited Warranty on Hardware

UltraSite provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

Recycled Plastic Lumber Products

UltraSite provides a ten (10) year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

UltraSite guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

All Other Products

UltraSite offers a one (1) year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

Exclusions

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

The warranty excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.