



Universal Outdoor Limited Warranty

Universal Furniture (the “Company”) warrants its residential outdoor furniture* to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of initial shipment to a Company authorized dealer, however certain components of such outdoor furniture are subject to shorter warranty periods as described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modification by dealer or consumer, or use of non-Universal Furniture parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; (b) negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight, water freeze, fire, or wind; (e) exposure to chemicals and/or other liquids; (f) pets; (g) accidents; (h) any use for which the product was not designed; (i) commercial usage, which includes rental, business, institutional or any other non-residential use; or (j) transportation or delivery.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description of the defect in question.

The Company may choose to examine the product and decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. The Company will not replace a product it no longer sells, the Company will instead choose to provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

Frames: The Company warrants grade a teak, metal, woven and wicker frames against defects in materials and workmanship for three (3) years from the date of initial shipment to the dealer. The warranty does not include natural wood characteristics such as splitting, checking and greying. Freight Damage is the responsibility of the freight carrier and the furniture damaged during the delivery process is not covered by this warranty. Pitting and corrosion is a normal occurrence when metal is exposed to salt air, sea spray, or airborne chemicals like chlorinated pool water and is not covered by this warranty. Components such as chair feet are subject to wear and tear and are not considered part of the frame.

Cushions and fabrics: The Company warrants its outdoor fabrics against defects in materials and workmanship, including fabric cushions and slings, for one (1) years from the date of initial shipment to the dealer when properly maintained and cleaned per the product's instructions. This warranty does not protect against mildew, mold, dirt, pollen, and other organic matter which routine cleaning will prevent from forming on the material. Nor does this warranty cover any discoloration, deterioration, or fading caused by misuse or abuse, improper installation, chemicals, cleaning products, sun lotions, extreme heat or prolonged exposure to direct sunlight. Please note that the following are not material or manufacturing defects and are not covered by this warranty:

- Fabric characteristics that are inherent to their unique nature, such as color variation, natural fiber graining, slight and gradual wear including "pilling" (the formation of small balls of fuzz on the fabric surface) due to the friction of normal use or stretching and wrinkling due to normal use.
- Exposure to extreme temperature changes or direct sunlight may cause color or surface changes that are not considered defects.
- Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are natural results of washing and should not be considered defects.

Mixed materials: Concrete, stone, and marble products are warranted against defects in materials and workmanship for one (1) year from the date of initial shipment to the dealer. Please note that many stone, and marble surfaces have natural pits and voids which may or may not be filled with resin depending on the desired look and design of the product designer. These pits and voids are not considered defects unless excessive in size.

Component parts: Component parts such as bolts, wheels, and brackets are warranted against manufacturing defects for one (1) year from the date of initial shipment to the dealer. Any failures in stitching, zippers, sling rails, cording, buttons, cushion foam or other areas of workmanship will likewise be warrantied for one (1) year.

Finishes: Finishes which have been properly maintained and cleaned per the product's instructions are warranted against peeling, cracking or blistering for one (1) year from the date of initial shipment to the dealer. Scratches, chips or abrasions resulting from use are not covered by this warranty. Normal fading or stains resulting from spills are not covered by this warranty.

WARRANTY LIMITATIONS AND EXCLUSIONS

ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL BERNHARDT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages or provide other specific legal rights, so the above limitation may not apply to you.

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