Effective January 1, 2023

SUMMER CLASSICS CONTRACT 2023 LIMITED WARRANTY

Summer Classics Commercial, LLC, ("Seller") provides to the original purchaser the following LIMITED WARRANTY that outdoor furniture products listed herein are free from defects in materials and workmanship. As a sole remedy for any breach of the LIMITED WARRANTY, Seller will repair or replace any product covered by this warranty. Seller reserves, in its sole discretion, the right to choose between replacing and repairing a product, depending on the nature of the problem. In the event that the product is no longer available (this includes discontinued finishes), Seller will provide a comparable replacement as soon as possible. If replacement piece is part of a complete set, only the defective product will be replaced with a comparable piece and not the entire set. During the first year after purchase, Seller will pay all freight costs associated with a warranty claim. During the second through fifth year after purchase, it is the responsibility of the purchaser to pay all freight costs. The warranty period of your product shall not be extended or renewed by the repair or replacement of, or compensation for the product. The duration of the LIMITED WARRANTY varies, depending on the product, as stated expressly below:

<u>1.</u> <u>N-duraTM resin wicker</u>

5 years from date of sale to the original purchaser on resin ultraviolet fading, but only as specified on attached matrix.

2. Powder coat finishing and paint finishing

3 years from date of sale to original purchaser on powder coated and painted areas of frame finish to be free from "significant oxidation." "Significant oxidation" is defined as an area greater than one-half inch by one inch and that reoccurs after recommended maintenance. (see Limited Ocean Warranty herein for limitations).

Chips are warranted to the original purchaser caused by a Seller's defect for a period of one (1) year from the date of purchase.

- **3. Frame construction** (all products unless specifically notated otherwise) 10 years from date of sale to original purchaser on frame construction, but only as specified on attached matrix. Teak frames limited to 5 years from date of sale to original purchaser on frame construction as indicated on attached matrix.
- **<u>4.</u>** <u>**Component parts**</u> (glides, bolts, wheels, Spring Pads etc.)

1 year from date of sale to original purchaser. Replacement parts are available for purchase after the warranty period expires.

5. Wrought Iron and Stainless Steel

3 years from date of sale to original purchaser, wrought iron and stainless steel products are warranted to be free from "significant rust" (as defined herein). All wrought iron and stainless steel products may exhibit small amounts of rust, which should be eliminated through original purchaser's seasonal maintenance of the product, including use of a stainless steel kit, a rust removal solvent with a synthetic abrasive scrubber and an acrylic clear coat scaler. "Significant rust" is rust covering an area greater than one inch by one-half inch that reoccurs after above required maintenance.

6. Sling fabric

1 year from date of sale to original purchaser. Replacement parts are available for purchase after the warranty period expires.

7. <u>ABS Accessories</u>

1 year from date of sale to original purchaser.

8. <u>Textiles (cushions, Sunbrella, non Sunbrella fabrics, sling and umbrella covers)</u>

1 year from the date of sale to the original purchaser. Do not remove cores from the cushion slip. Removing cores from the cushion slip will void the warranty. Seller recommends storing cushions inside when not in use. Cushions are not waterproof. To drain the water from cushions please unzip cushion then turn the cushion zipper side down and set on the frame or seat pan allowing the water to drain fully. For care and maintenance instructions see maintenance guidelines on Seller website, <u>www.SummerClassicsContract.com</u>. Machine drying a cushion slip (fabric) can result in shrinkage. Any alteration of cushion will void warranty.

9. <u>Table tops and Bases</u>

Only the table top and table base combinations found in the top and base compatibility chart are warranted. Faux, Resysta, and, Superstone are warranted to the original purchaser to be free from defects in materials and workmanship for three (3) years from the date of purchase, and all other table tops are warranted as set out in sections 1-13 according to their material. Annual maintenance is required to maintain the warranty for all faux tabletops. Care and Maintenance guidelines are available on Seller website, <u>www.SummerClassicsContract.com</u>.

10. Motion Pieces

1 year from the date sale to the original purchaser. This specific warranty does not include rockers with sleds, which are covered under their respective frame construction. Please note that there is a weight limit associated with the motion pieces of 300 pounds.

<u>11.</u> Umbrella Frames and Bases

From date of sale to original purchaser, please see below warranty information:

Concrete and marble umbrella bases: 1-year frame • 1-year finish Cast aluminum umbrella base: 1-year frame • 1-year finish Cast iron umbrella base: 1-year frame • no finish warranty Umbrella frame: 1-year frame • 1-year finish

12. SC Tailored

3 years from the date of sale to the original purchaser on frame construction. For fabric warranty please refer to section 8 above.

13. Acrylic

1 year from the date of sale to the original purchaser, not including small bubbles and crazing which occur naturally in acrylic. Small bubbles and crazing do not affect the durability of the item. Scratching occurring due to normal and expected use of the product is not covered under this warranty

<u>14.</u> Furniture Covers

4 years from the date of sale to the original purchaser on material and construction.

15. Cast Stone

3 years from the date of sale to the original purchaser on material and construction Being made from natural material, it is important to take care of this special product. If constantly exposed to direct rain or sunlight, expect natural weathering to occur similar to real stone.

• For light stains, immediately wipe off with water to clean the surface.

• For hard-to-remove stains, carefully wipe with mild detergent and wet cloth.

Though Stonecast is an outdoor material, you may also keep indoors for better maintenance and preservation of the natural stone.

• For dusting, use a dry cloth to clean the surface. Refrain from using harsh household cleaners or chemicals to avoid imprints on the Stone's surface.

FURTHER DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

DISCLAIMER OF WARRANTIES: THIS LIMITED WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNDER THE UNIFORM COMMERCIAL CODE OR ANY LIKE PROVISIONS. WITH RESPECT TO ANY ALLEGED BREACH OF THE WARRANTY HEREIN, SELLER FURTHER EXPRESSLY DISCLAIMS ANY LIABILITY FOR, WITHOUT LIMITATION, LOST PROFITS, DIMINUTION OF VALUE, LOST OPPORTUNITY, LOSS OF ROYALTIES, REPAIR OR REPLACEMENT COSTS, RENTALS, STORAGE, ATTORNEYS FEES AND THE LIKE, AND ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Limited Ocean Warranty

Despite any longer warranty period expressly stated herein, the seller's warranties on the frame finish are limited to one (1) year from the date of original purchase on specified cast aluminum products on the matrix chart if the original purchaser places this product within five (5) miles of an ocean environment or salt water (whether indoors or outdoors), or around salt water pools or any enclosed pool, in pool shelves, and in zero entry pools.

Exclusion for Natural Aging

The 10 years frame construction stated herein does not include (1) natural wood characteristics including, without limitation, splitting, checking, graying, and the natural expansion/contraction of wood in the mortise and tenon joints which can look like joint separation but does not compromise the structural integrity of the item, and (2) natural Resysta material characteristics including, without limitation, natural fading or graying, and (3) natural Superstone and Faux stone characteristics including, without limitation, natural fading or yellowing.

Exclusion for Teak Oil Damage

Teak wood furniture is a natural material and is prized for its unique characteristics. Nicks, splits, cracks, knots and other imperfections in the wood are an inherent part of the furniture design. Finishes are hand applied and slight color variations are normal and expected. Teak components are sometimes uneven and can cup and bow more over time, and checking (small cracks) and lifting of the grain can occur. These imperfections enrich teak furniture's rustic appeal and are not covered by this warranty. As the teak pieces acclimate to their new environment in your home, expansion and contraction of the wood will occur which can manifest as the mortise/tenon joints appear to open or split. This will reverse over time as the wood equalizes and will enhance the unique aged look of your teak product.

Teak contains oil naturally which can be red, yellow, brown, or green. Expect some of this oil to bleed out from the wood. Stains from teak oil are not covered under this Limited Warranty. In order to protect your cushions, bring them inside before the furniture gets wet. When not in use, store cushions separately from the frames. Once the furniture has begun to form a silver-gray

patina where the cushions are placed on the frame, it is no longer necessary to bring the cushions indoors.

Other Exclusions

Seller is not responsible for any damage or change in the product resulting from (a) abuse or misuse of a product, (b) normal wear and tear, (c) shipping or transit, (d) normal wear including fading and stretching, (e) acts of God, (f) extreme climate conditions, (g) scratches from normal use are not covered, (h) use of a non-breathable cover such as a plastic tarp), (i) improper storage, (j) freezing, (k) mildew and algae, (l) glass breakage, (m) repairs other than by Seller, and (n) failure to perform recommended maintenance and cleaning.

In the event of a breach of the Limited Warranty:

A. Please call us to discuss your problem with a sales or customer service representative. If warranted, the representative will give you a return merchandise authorization ("RMA") number to expedite the processing of your warranty claim. No product may be returned without an RMA number. A customer service representative can be reached at (205) 358-9220. If the product to be returned is not shipped back to Seller within thirty (30) days of the replacement ship date, the RMA will become void, and credit will not be issued.

B. In order to obtain warranty service, the purchaser must include with the defective product proof of purchase in the form of a bill of sale or receipted invoice.

C. Proper packaging of goods to be returned is the sole responsibility of the Purchaser. Please return the warranted item in the original packaging or in packaging that provides comparable protection to the goods. Seller cannot be responsible for providing the purchaser with packaging materials. Send warranted products to the following address:

SUMMER CLASSICS

RETURNS DEPARTMENT

3140 PELHAM PARKWAY

PELHAM, AL 35124

SUMMER CLASSICS WARRANTY MATRIX					
Summer Classics Collections	S Year N-Dura Resin Wicker	3 Year Powder / Painted Coating Finishes	10 Year Frame Construction	5 Year Frame Construction	1 Year Limited Ocean Warranty If product i ploced within 5 miles of solt water environment
AIRE	X	x	X		
ASHLAND		x		x	STR.
ASHLAND N'DURA	0.02		1	x	x
STORIA	x	x	X		
ATHENA	x		X		
ATHENA PLUS	X		X		
VONDALE ALUMINUM		x	X		
AVONDALE TEAK		x	2	x	0.00
AVONDALE N'DURA		- CC		x	x
BALI				x	
BENTLEY	x	x	X		
BROOKSIDE	-	х	X	-	
CARMEL		x	X		
CATALINA	x	x	x	-	
CHARLESTON ALUMINUM	-	x	X		
CHARLESTON TEAK		x		x	
CLASSIC WICKER	x		x		
CLUB ALUMINUM		x	x		
CLUB TEAK		x		x	
CLUB WOVEN	x	8	x		
COAST		x	<u>^</u>	x	
CROQUET ALUMINUM		x	x		x
CROQUET TEAK	-	x	A	x	A
ELEGANTE		x	x	^	
HALEY		x		x	
HALO		A :		x	
	x	10 ¹	X		
HAVANA	X	x	X		
TALIA		X	x		x
KENNEBUNKPORT		x	X		
ATTICE		x	x		x
MALIBU	X	x	x		
MALTA		x		x	
MAJORCA		x	X		
MONACO	1	x	X		1
MONTAUK	x		x		
MONTECITO	x	10	x		
MONTEREY Aluminum		x	x		
MONTEREY TEAK		x		x	
NEWPORT	X		X		
PENINSULA	x	x	X		
POINTE	X			x	1
PORTSIDE				x	x
PROVANCE		x	X		X
REGENT	X		X		
ROMA	2 mar 3	x	X		
RUSTIC	X		x		
SANTA BARBARA ALUMINUM		x	x		
SANTA BARBARA TEAK		x	1 C	x	
ANTA BARBARA N'OURA				х	x
AVOY					
EASHORE				x	x
ERANATA	X	х	X		000
KYE	X	100	X		
KYE PLUS	x		X		
OH0	x		x		
OMERSET			X		x
/ILLA	x	x	x		
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Background Information

Materials & Construction

WEATHER PROOF N-DURATM RESIN WICKER

Weatherproof N-Dura[™] Wicker offers the classical appearance of traditional wicker, with a construction that will literally last a lifetime. Our N-Dura[™] Wicker has been tested to over 3,000 hours in direct sunlight and experiences no significant color change for five years. Whether situated under a covered porch or patio, or directly outside, it will withstand the elements and years of use far better than wicker constructed of wood and rattan. Seller starts with a never rust, hand welded aluminum frame finished with a baked on paint overcoat. The N-Dura[™] extruded resin material is then either hand or loom woven over the aluminum frame and the result is 100% weatherproof wicker easily cleaned with soap and water. We always design with comfort in mind, wide frames, wide armrests and high backs, and plush, oversized cushions available in all-weather fabrics.

CAST ALUMINUM

Most of our aluminum molds are permanent molds, which give a much cleaner impression than a hand carved wood mold pressed into sand. A CNC machine regulated by a computer carves the permanent molds. We use a state of the art Nano-ceramic wash system to clean the raw aluminum prior to finishing. This state of the art cleaning system microscopically etches the aluminum casting assuring the powder has a surface that it can attach to. Our Ancient Earth finish starts with a baked-on- powder paint coat that is ten times harder and thicker than a conventional wet paint and ends with a hand-applied antique accent. Where assembly is required, stainless steel hardware is provided.

RESYSTA

Resysta is an environmentally friendly resin product composed of rice husks, salt, and mineral oil. This innovative material requires minimum care, and is weather resistant against the sun, rain, snow, or salt water, and is not affected by heat or humidity. In most products, it is applied as a laminate on an aluminum substrate. A specially formulated and tested adhesive is used to create the bond between the Resysta and aluminum. This adhesive is waterproof but compensates for the natural expansion and contraction of the Resysta and aluminum. This characteristic prevents cracking due to extreme temperatures.

ТЕАК

Our teak collection is made from the highest marine grade teak available harvested from sustainable farms. All pieces utilize mortise and tenon construction for strength and durability. Finger joints for making longer pieces of teak are used to minimize waste and lessen environmental impact. All hardware is stainless steel or marine grade brass.

WROUGHT ALUMINUM

Our wrought aluminum features heavy wall thickness tubing, strengthened at stress points with galvanized steel inserts. We also use perfect, hand applied 360-degree welds, which are triple hand polished and all material receives a powder coated finish using high solid polyester, which is ten times thicker than wet paint.

WROUGHT IRON

We use galvanized parts for the mesh, U channel, and other key areas prone to rust. Our finishes were developed for the automotive industry using a plating process, which gives the product the highest salt spray resistance available for outdoor use. We use the finest quality high carbon spring steel for our spring chairs for maximum comfort and resilience.

Cast Stone

All-weather cast stone tables are perfect for an outdoor setting. They are made using hand molded forms. A specific combination of crushed stones and binder are poured into the form to create the final product which are then cured for at least 4 weeks to maximize durability.

Recommended Maintenance and Handling

FABRICS/SLIP COVERS

Fabrics are to be "spot cleaned only" and are not suited to machine washing / dry cleaning and machine drying. Prior to cleaning, we strongly recommend the buyer contact the fabric manufacturer for specific cleaning instructions. The fabric manufacturer is listed after the fabric number and grade in the catalog and pricelist.

CUSHIONS

Due to the tight fit and the difficulty with repositioning them when reinserted, do not remove cores from any cushion slip. Removing cores from the cushion slip will void the warranty. Zippers are included for cosmetic purposes and added drainage only. Cushion care varies considerably depending on the type of fabric used. Please refer to current pricelist for specific maintenance suggestions. Please have the fabric name or number available.

N-DURA RESINTM WICKER | RESYSTA | SUPERSTONE

Wash with a mixture of mild liquid soap and water.

CAST ALUMINUM | WROUGHT ALUMINUM | WROUGHT IRON | STAINLESS STEEL

It is recommended to wash your furniture with a mild liquid soap 2 or 3 times a year to ensure the resistance of oxidation and build up of dirt on the item. If the furniture is scratched down to the bare metal, we recommend sanding with 400-grit sandpaper, ONLY ON THE AFFECTED AREA. Next, apply matching color touch up paint. Factory-matched touch-up paint may be available from your retailer. Touch up instructions can be found on our web site at <u>www.SummerClassicsContract.com</u>. All wrought iron and stainless steel products may exhibit small amounts of rust, which should be eliminated through seasonal maintenance. For rust on stainless steel, use of a stainless steel kit, a rust removal solvent with a synthetic abrasive scrubber, apply any needed touch up paint, and seal area with an outdoor clear coat available from most big box home improvement retailers. "Significant rust" is rust covering an area greater than one inch by one-half inch that reoccurs after above required maintenance. For saltwater environments, it is recommended to rinse your furniture off with fresh water at least once per month and letting it dry in the sun.

ТЕАК

Our natural teak furniture is untreated, because most people prefer it this way. After a time, all untreated natural teak will develop a silvery-gray patina. If this is the look you prefer, simply clean your teak once a year, with a soft bristle brush and a solution of mild liquid detergent and a small amount of household bleach dissolved in warm water. Also, you must treat the wood with mildewcide and algaecide. This will eliminate most of the dirt, air pollutions, mildew and algae. If you prefer to maintain the original teak color, clean your furniture and apply a coat of teak sealer. Teak sealers are available at many furniture retailers, and local hardware stores, and will include application directions, or you can purchase from our retail locations and dealers. Teak sealer will need to be reapplied according to conditions and exposure. Seller does not recommend the use of teak oil.

Oyster Teak

The teak oil finish on the Oyster Teak products forms a thin film coating that allows the wood to breathe, enabling the oil and the primer to seep into the wood pores. For regular maintenance, use a soft cloth with mild soap and water to wash the furniture. Never use a hard brush or pressure washer as it will wash away the teak oil and the primer.

Finished teak is recommended for use in covered outdoor settings. When the furniture is not in use, furniture covers will help prolong the finish. The factory-applied finish will begin to weather away after about a season of use and won't necessarily wear away in an even fashion. Once this starts to occur, the unfinished teak will be exposed and will weather naturally, acquiring the silvery patina that's a distinguishing feature of untreated teak wood.

Recommended Maintenance and Handling

FAUX STONE AND SUPERSTONE TABLE TOPS

For general cleaning, any mild liquid soap and warm water will clean up most spots and spills. Harsh or abrasive chemicals or those chemicals that contain severe amounts of chlorine, acid or petroleum based solvents must be avoided. Over time, these cleaners may remove the protective sealer that was applied to the table during manufacturing. It is required to reseal the table top using any commercially available sealer once a year. Follow instructions from the Seller of the sealer for proper application. Spot test the sealer in an inconspicuous place to ensure that it will not discolor the table top. Follow instructions from the Seller of the sealer for proper application. Make sure the sealer is applied in a water thin coat as build up can cause discoloration. Although designed for outdoor environments, we recommend that you cover or store your table top in climates that are subject to severe long winter weather. With proper maintenance and care, these tabletops will provide you with years of trouble-free use.

CAST STONE

For light stains and spills, immediately wipe off with water to clean the surface. For harder stains, carefully wipe with a mild detergent mixed with warm water and a wet cloth. Avoid using harsh household cleaners and chemicals to avoid damaging the finish.

FURNITURE COVERS

For general cleaning, covers can be "spot cleaned" with any mild liquid soap and warm water using a sponge or soft bristled brush. The covers can also be sprayed down with a normal hose, not a pressure washer as a pressure washer can remove the water resistant treatment. Do not machine wash / machine dry / dry clean as this can remove the water resistant treatment.