

5 Year Limited HDPE <u>Product Warranty</u>

Westin Outdoor warranties to the original purchaser ("Purchaser") that, for a period of five (5) years (except as specified below) of residential use from the date of original proof of purchase and purchased from an eligible Westin Outdoor retailer, under normal use and service conditions, Westin Outdoor high-density polyethylene ("HDPE") products shall be free from material defects, and shall not splinter, crack, chip, peel, or rot.

HARDWARE

Hardware used in production or assembly of Westin Outdoor HDPE products is warranted to not break for one (1) year of residential use.

WARRANTY ELIGIBILITY

This limited product warranty applies only to HDPE products purchased from a Westin Outdoor eligible Retailer. Any purchase made from a non-eligible Retailer will not be covered under this limited product warranty.

EXCLUSIONS

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

- Fading, color change or color match Westin Outdoor HDPE products are made with materials that minimize fading; however, upon exposure to the sun, all colors will fade to some degree. To minimize possible fading: keep HDPE products covered and minimize direct sunlight by storing product when not in use, or use a UV-protectant
- Color or pattern variance between any new replacement section or pieces and other sections or pieces
- Rust or corrosion of stainless steel or zinc coated steel 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 Retailer or assembler
- Abnormal use of products
- The application of paint, varnish or other coating or chemicals 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
- Post-delivery labor, transportation, or assembly costs
- Damage caused by, among other things, use of incompatible accessories, intentional acts, unreasonable use, misuse, physical abuse, permanent deformation or destruction by human or animal, 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

We reserve the right to discontinue or modify any product line or color without notifying the Purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.

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

Under no circumstances will Westin Outdoor 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 Westin Outdoors 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.

This warranty shall only be applicable and enforceable in the United States of America.

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 product. This warranty does not apply to normal wear and tear effects, which are received by regular use of the product.

This warranty is non-transferrable and strictly warrants the original Purchaser.

This warranty is effective for products purchased on or after 1/1/2022.

SERVICE UNDER WARRANTY

For service under this warranty, please submit your warranty claims via email to customer@westinfurniture.com

When submitting a claim, please supply the following documentation:

- A written description of the defect
- Original purchase order number
- Photographs of the product

Once documentation has been received and evaluated, Westin Outdoors sole responsibility shall be, at its option, to repair or replace defective components or authorize repairs by a third party, and to notify Purchaser of the solution.