

Poly-Wood, LLC (hereinafter "POLYWOOD") warranties to the original purchaser ("Purchaser") that, for a period of three (3) years (except as specified below) of commercial use from the date of purchase, under normal use and service conditions, Ivy Terrace[™] furniture shall be free from material defects, and shall not splinter, crack, chip, peel, or rot, or suffer structural damage from insect infestation.

METAL FRAMES

Welds and joints are warranted to not break or crack for three (3) years of commercial use. Powder coat finish is warranted to not peel for two (2) years of commercial use.

HARDWARE

Hardware used in production or assembly of Ivy Terrace furniture is warranted to not break for one (1) year of commercial use.

WOVEN INSERTS

Woven inserts are warranted to not fail structurally, crack, unravel, fade excessively, or rot for two (2) years of commercial use.

CUSHIONS & PILLOWS

Cushions and pillows are warranted to be free from workmanship or material defects for thirty (30) days from purchase. The fabric on a cushion or pillow is warranted to not tear, mildew, or fade excessively for one (1) year from purchase.

LOCKING DOWN FURNITURE

This warranty will remain valid if a bench has been properly anchored to the ground. Suggested anchor materials include stainless steel hardware with a stainless or aluminum bracket, painted or unpainted material. It's best to utilize an appropriate pilot hole when screwing into the POLYWOOD material. (Click to view example)

EXCLUSIONS

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

- Fading, color change or color match POLYWOOD lumber is 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
- 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 (please see <u>Cleaning/Maintenance information</u> 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 products
- The application of paint, varnish or other coating or chemical not approved by POLYWOOD 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 POLYWOOD to make and POLYWOOD shall not be bound by any statement or representation as to the quality or performance of Ivy Terrace products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by POLYWOOD and Purchaser.

Under no circumstances will POLYWOOD 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 POLYWOOD'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.

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

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 lvy Terrace products, which are received by regular use of the products.

This warranty is effective for products purchased on or after 4/2/2019. For warranty information for Ivy Terrace products purchased prior to 4/2/2019, please <u>contact the Ivy Terrace Customer Service Team</u>.



SERVICE UNDER WARRANTY EFFECTIVE 4/2/19

For service under this warranty, first contact your Ivy Terrace retailer from whom you purchased the product. Due to your Ivy Terrace retailer's service policy requirements, they may need to submit a warranty claim for you. If you purchased your Ivy Terrace furniture directly from POLYWOOD, please submit your warranty claims via email to customerservice@ivyterracefurniture.com.

When submitting a claim, please supply the following documentation:

- A written description of the defect
- The product's serial number (or proof of purchase, including the date)
- Photographs of the product

Once documentation has been received and evaluated, POLYWOOD's sole responsibility shall be, at its option, to repair or replace defective components, to repair or replace defective furniture, or authorize repairs by a third party, and to notify Purchaser of the solution. Should defective product no longer be available, POLYWOOD may replace with similar product of equal or greater value.

All returns require a Return Merchandise Authorization (RMA) prior to being returned. POLYWOOD will provide a one-attempt call tag for those items it requires be returned under this warranty. Failure to return product via POLYWOOD's call tag will transfer responsibility to return product to Purchaser at their own cost. If product is not returned within thirty (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.