

## WARRANTY & SERVICE

### Limited Warranty

**FRAMES AND POWDER COAT:** If your Telescope powder coat aluminum frame, marine grade polymer frame, or rustic polymer frame fails structurally during normal usage within the applicable warranty period (as defined below), we will repair or replace the frame without charge, parts and labor included. (In the case of discontinued models or finishes, we will replace the item with the closest comparable current model.) If Telescope agrees to have an authorized dealer make the repairs, a maximum labor charge must be agreed upon by both Telescope and the dealer before work can commence. Products covered by our frame warranty are identified in our catalog as either 15/5, 15/3, 15/1 or no identification at all. 15/5 indicates a frame warranty period of 15 years in residential use/5 years in contract use. 15/3 indicates a frame warranty period of 15 years in residential use/3 years in contract use. 15/1 indicates a frame warranty period of 15 years in residential use/1 year in contract use. No indication indicates a frame warranty period of 1 year in residential use and that there is no frame warranty in contract use. All warranty periods commence on the date of purchase by the consumer or contract customer. Contract use includes any rental, business, commercial, institutional, or other non-residential use.

Marine Grade Polymer and Rustic Polymer materials used in our products are warranted against rot, cracking, splintering and decay for the length of the applicable warranty period defined above.

The powder coat finish on our powder coat aluminum frame furniture is warranted against peeling, cracking or blistering for a period of 3 years from the date of purchase. Failure of the powder coat finish due to abrasion, including abrasion caused by stacking the furniture against other furniture or scraping against other surfaces, is not covered by this warranty. Exposure to salt water or salt air may cause powder coat finishes to blister due to oxidization of the metal; such blistering and oxidization are not covered by this warranty. Fading, staining and scratching of marine grade polymer or rustic polymer surfaces is not covered by this warranty. Rusting of any steel or stainless steel components is not covered by this warranty.

The following products are not covered by our frame and powder coat warranties: table tops, umbrellas, umbrella bases, wood furniture, cushions, slings, straps, and folding aluminum furniture.

**NON-GLASS TABLE TOPS:** Non-glass table tops are warranted to be free from manufacturing defects for 3 years from date of purchase. Fading or staining of the table surface is not included under warranty. Tables must not be stored upside down.

**UMBRELLAS AND UMBRELLA BASES:** Umbrella frames and umbrella bases are warranted to be free of manufacturing defects for either 1 year or 3 years from the date of purchase, as identified in our catalog and price lists by the following indicators: 3/3 indicates 3 years in residential use/3 years in contract use; 1/1 indicates 1 year in residential use/1 year in contract use. Steel bases, if not properly maintained, will rust if the finish is scratched through to the metal. Rust is not covered under war-

ranty. Umbrella covers/fabric are warranted to be free from manufacturing defects for 1 year from the date of purchase.

**WOOD FURNITURE, CUSHIONS, SLINGS, AND FOLDING ALUMINUM FURNITURE:** Wood furniture, cushions, slings, and folding aluminum furniture are warranted to be free of manufacturing defects for 1 year from the date of purchase.

**VINYL STRAPS:** Vinyl straps are warranted against breakage and gross discoloration for a period of 3 years from the date of purchase. In the case of breakage or gross discoloration (our judgment), replacement straps will be provided but labor is not included.

**FIRE TABLE BURNER WARRANTY:** The burner and control panel are warranted by the manufacturer to be free from defects in material and workmanship for a period of one year from its date of purchase. Please refer to the full warranty in the user manual included in the burner unit packaging.

**PATIO HEATER WARRANTY:** The burner and controls are warranted to be free of manufacturing defects for a period of one year from date of purchase. Bending or denting the aluminum deflector is not covered under warranty. Damage caused by the heater tipping over is not covered under warranty.

**OTHER WARRANTY LIMITATIONS AND EXCLUSIONS:** The natural weathering of wood finishes, breakage of glass, fading, staining and mildewing of fabrics, slings and strapping, the compression of cushion fillings, the stretching of slings, and the rusting of umbrella bases or pedestal bases are not covered under our warranties. Warranty is void unless routine maintenance of product is performed, such as tightening of screws and bolts, regular care and cleaning.

**FURNITURE COVERS:** Telescope Furniture covers are warranted to be free of manufacturing defects for one year from date of purchase. Furniture covers not made by Telescope Casual Furniture, Inc. could cause damage to the surface finish of our furniture. Such damage is not covered by this warranty.

Freeze or ice damage is not covered by our warranties. Furniture stored outside or in other cold storage should be drained of any water. If allowed to freeze inside the furniture, water can damage the tubing.

These warranties do not cover the failure of furniture caused by acts of God, accident, neglect, improper shipping or handling, or by unreasonable or abusive use, and these warranties are void if our care and maintenance instructions were not properly followed. Furniture used in a contract (commercial) setting is not warranted unless it is specifically designated for contract or commercial use in our catalog.

All warranties are to the original purchaser from authorized dealers only. Warranties are not transferable. Warranties are for repair, replacement or substitution only, in our sole discretion. **Warranty service of any kind does not extend the warranty period.**

THESE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PAR-

TICULAR PURPOSE. IN NO EVENT WILL TELESCOPE CASUAL FURNITURE, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAD REASON TO KNOW IN ADVANCE THAT SUCH DAMAGES WERE POSSIBLE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF DAMAGES. SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THE WARRANTY EXCLUSIONS DO NOT APPLY TO YOU, THEN, WHERE LEGALLY PERMISSIBLE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD.

**HOW TO OBTAIN WARRANTY SERVICE:** If you are a consumer, first go to an authorized Telescope dealer. If the dealer cannot resolve the issue, they must contact our Customer Service Department in writing at Telescope Casual Furniture, Inc., 82 Church Street, Granville, NY 12832 or email to warranty@TelescopeCasual.com, stating the problem, providing pictures and providing proof of purchase. A Return Merchandise Authorization Request Form will be sent to the dealer requesting details and giving instructions for returning items if necessary. If the Request is approved, the dealer will receive a Return Merchandise Authorization Number. No returns will be accepted without prior written authorization from our Customer Service Department. After authorization is received the furniture must be returned to us in proper packaging, freight prepaid, with the Return Merchandise Authorization Number clearly marked on the cartons. Telescope will cover the cost of shipping repaired or replacement items only to addresses within the contiguous 48 United States.

### Shipping Policy

**WAREHOUSING FEES:** Any retail or commercial order stored at the factory due to a delay caused by the customer is subject to warehousing fees at our discretion.

### Patent Protection

Telescope products are protected by the following U.S. patents:

7,363,930 / D-596,892 / 8,230,869 / 8,302,616 / D-704,463 / D-711,661 / D-714,564 / D-716,069 / D-734,047 / D-749,335 / D-778,633 / 10,609,994 / 10,603,813 / D-876,855 / D-893,206 / D-910,357 / D-876,811 / 10,973,329 / 11,266,246 / D-927,216 / 11,518,063 / D-957,854 / D-961,314 / D-961,283, and additional patents pending.

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