LEXINGTON
HOME BRANDS

WARRANTY INFORMATION

LEXINGTON HOME BRANDS

EXPRESS LIMITED WARRANTY OCTOBER 1, 2024

Scope of Express Limited Warranty

This Express Limited Warranty applies to Lexington Home Brands ("Lexington") case goods and upholstered furniture products that have been purchased from a factory-authorized dealer. This includes products manufactured or marketed under the Lexington brand as well as all other brands manufactured or marketed by Lexington. Rights under this warranty apply only to the original purchaser and must be pursued through the authorized dealer of original purchase. Under the terms of this limited warranty, Lexington warranty obligations are limited to the terms set herein. Specifically, Lexington may repair the item, replace the item, or offer an allowance for the original consumer to retain the item in "as-is" condition. Such choice of repair, replacement, or allowance will be at Lexington's sole discretion. To the extent permitted by law, Lexington's responsibility under this warranty for any products shall not exceed the actual purchase price of that specific item.

No Implied Warranties

THIS WARRANTY IS THE ONLY WARRANTY PROVIDED BY LEXINGTON. THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO EMPLOYEE, REPRESENTATIVE, AGENT, DEALER OR ANY OTHER PERSON HAS THE AUTHORITY TO ASSUME OR INCUR ON BEHALF OF LEXINGTON ANY OBLIGATION OR LIABILITY IN PLACE OF, OR ADDITION TO, THIS WARRANTY, OR TO MODIFY IT IN ANY WAY. LEXINGTON EXPRESSLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. LEXINGTON ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF

LEXINGTON CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

GENERAL LIMITATIONS

1. This warranty is voided if the product is modified or altered in any way after its shipment from Lexington.
2. This warranty is voided if anything, including but not limited to a treatment of any nature, is applied to the product after the original factory packing has been opened.
3. Lexington reserves the right to modify the product from its form shown on showroom floors, online or in catalogs. Such modifications are not considered defects under this warranty.
4. Freight or handling damages are not considered defects under this warranty. Such claims should be filed with the applicable freight carrier.
5. This warranty applies under conditions of normal residential use. It does not apply to defects or damage resulting from negligence, abuse or misuse – including but not limited to inadequate or improper maintenance, exposure to water, salt air, chemicals, accidents, any use for which the product was not designed, or commercial use (including rental, business, commercial, institutional or any non-residential use), nor does it cover ordinary wear-and-tear.
6. Because of the natural materials used in the manufacturing process, and the fact that products are generally handmade, minor variations will occur from piece to piece. These are not considered defects under this warranty.
7. Stone and marble contain vein-lines, hairline fissures, pores and color variations that are natural characteristics and not considered defects under this warranty.

8. Sunlight will cause wood, finishing materials, fabrics and leathers to change color. These changes are not considered defects under this warranty.
9. Extremes in temperature and humidity can cause both wood and finishing materials to shrink, swell, warp, split, and glue seams to fail. These damages are not considered defects under this warranty.
10. Direct contact with rubber and some types of plastic materials may damage the finish. Such damage is not considered a defect under this warranty.
11. Direct contact with petroleum-based products, (nail polish remover, alcohol, etc.) will damage the finish. Such damage is not considered a defect under this warranty.
12. Woven materials, including but not limited to wicker, rattan, sea grass, and other natural or man-made materials are comprised of individual strands that can move, causing unfinished areas to show under the strands or the finish to slightly peel where it bridges between strands. These characteristics are not considered defects under this warranty.
13. Catalogs, video and promotional materials may feature images showcasing items of Lexington indoor products in an outdoor setting. This is for creative purposes only, and not an indication that the product is suitable for outdoor use.
14. Damage due to exposure to outdoor elements is not considered a defect under this warranty. Tommy Bahama Outdoor Living products will be specifically identified as being designed for outdoor use and their express limited warranty is outlined in a section of this document.
15. Neither this nor any other warranty, express or implied, is offered by Lexington for any electrical devices, including but not limited to lighting fixtures, surge protectors, or computer, electronic or multi-media management devices that may be included with your Lexington product. Some Sligh products come with a built-in surge protector that is covered under a separate warranty and not included under the terms and conditions of this Lexington's Express Limited Warranty.
16. The representation of true color will vary in both printed catalogs and in images viewed online. Such color variations are not considered a defect under this warranty. It is always recommended that you visit an authorized dealer who displays the actual product on their showroom floor to get an accurate representation.

17. Animals of any kind can cause a variety of significant damage to fabrics or leathers, including indoor and outdoor performance fabrics. The fabric warranty on any casegoods or upholstered item will be void, without exception, if any evidence of pet use is observed.
18. Always lift and place furniture carefully when moving it. Do not drag furniture across any surface. Damage to floors as a result of improper moving is not covered by this warranty.
19. Ensure that furniture sits in a level position as wooden frames and components can warp if placed on uneven surfaces for a period of time.

CASEGOODS PRODUCTS - SPECIFIC PROVISIONS

Casegoods – Limited One (1) Year Warranty
Subject to the General Limitations contained herein, Lexington warrants the casegoods covered by this warranty to be free from defects in material and workmanship for a term of one (1) year from the date of purchase by the original purchaser.

UPHOLSTERED PRODUCTS - SPECIFIC PROVISIONS

Frame – Limited Lifetime Warranty
Subject to the General Limitations contained herein, the upholstery frame is warranted by Lexington against defects in materials and workmanship for the life of the product to the original purchaser, as long as it remains upholstered in the original fabric or leather, and is used under normal wear and in normal residential conditions.

Spring System – Limited Lifetime Warranty
Subject to the General Limitations contained herein, the spring system in the upholstery frame is warranted by Lexington against defects in materials and workmanship for the life of the product to the original purchaser, as long as it remains upholstered in the original fabric or leather, and is used under normal wear and in normal residential conditions.

Cushions - Limited Five (5) Year Warranty

Lexington uses premium high-resiliency cushioning materials in all its cushion constructions. Subject to the General Limitations contained herein, cushions are warranted by Lexington against the abnormal loss of resiliency for five (5) years from the date of purchase by the original purchaser, as long as the cushion is used under normal wear and in normal residential conditions. Use over time will flatten foam and fibers, and is considered normal wear. This circumstance is not considered a defect under this warranty.

Motion Mechanisms - Limited Three (3) Year Warranty

Subject to the General Limitations contained herein, motion mechanisms, including mechanisms for swivel chairs, swivel rockers, and sleep sofas are warranted to be free from defects in workmanship, materials and construction for three (3) years from the date of purchase by the original purchaser, as long as the upholstered furniture is used under normal wear and in normal residential conditions.

Fabric and Leather – Limited One (1) Year Warranty

Subject to the General Limitations contained herein, fabric and leather coverings, (excluding Customer's Own Material), are warranted to be free of manufacturing defects for one (1) year from the date of purchase by the original purchaser against seam slippage, mis-weaves, and fabric breakdown, as long as the upholstered furniture is used under normal wear and in normal residential conditions. This warranty does not cover colorfastness, dye transfer, shrinkage, stretching, wrinkling, loss of nap, or pilling (the formation of small balls of fuzz on the fabric surface due to the friction of normal use). Animals of any kind can cause a variety of significant damage to fabrics or leathers, including indoor and outdoor performance fabrics. The fabric warranty on any casegoods or upholstery item will be void, without exception, if any evidence of pet use is observed. Range markings are a natural characteristic of natural leather and are not considered defects under this warranty. Damage from the use of any chemical treatment, fabric protectant, or from improper cleaning is not covered under this warranty.

WARRANTY CLAIMS

1. All claims for warranty service must be made in writing, and accompanied by your name, address, phone number, your original proof of purchase (original dated sales receipt), appropriate documentation confirming date of delivery and a brief description of the defect.
2. In order to determine if a defect exists and how to best arrange repair, replacement or allowance, Lexington may require photographs of the defect or a personal inspection by a Lexington representative.
3. Claims must be made through the dealer where the furniture was originally purchased. If the original dealer is not available, please contact Lexington directly for assistance at 1300 National Highway, Thomasville, NC 27360, Attn: Customer Care or at info@lexington.com.
4. Lexington will not be responsible for return transportation, shipping or packing charges without prior written approval by a Lexington Customer Care Manager.

CONTACT US

If you have any questions concerning this warranty, please contact: Lexington Home Brands, 1300 National Highway, Thomasville, NC 27360 Attn: Customer Care, or by phone at 336-474-5325. For e-mail correspondence, the address is info@lexington.com.

TOMMY BAHAMA OUTDOOR LIVING

EXPRESS LIMITED WARRANTY October 1, 2024

Scope of Express Limited Warranty

This Express Limited Warranty applies to all Tommy Bahama Outdoor Living products ("Products") that have been purchased from a factory-authorized dealer. Rights under this warranty apply only to the original purchaser and must be pursued only through the authorized dealer from which the products were originally purchased. This warranty is non-transferrable. Products are manufactured and marketed under license from the Tommy Bahama Group, Inc. by Lexington Furniture Industries, Inc., d/b/a Lexington Home Brands ("Lexington"). To the extent permitted by law, Lexington's responsibility under this warranty for any

products shall not exceed the actual purchase price of that specific item. Under the terms of this limited warranty, obligations are limited to the terms set herein. Specifically, Lexington may repair the item, replace the item, or offer an allowance for the original consumer to retain the item in “as-is” condition. Such choice of repair, replacement, or allowance will be a Lexington’s sole discretion.

No Implied Warranties

THIS WARRANTY IS THE ONLY WARRANTY PROVIDED BY LEXINGTON FOR OUTDOOR PRODUCTS. THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO EMPLOYEE, REPRESENTATIVE, AGENT, DEALER OR ANY OTHER PERSON HAS THE AUTHORITY TO ASSUME OR INCUR ON BEHALF OF LEXINGTON ANY OBLIGATION OR LIABILITY IN PLACE OF, OR ADDITION TO, THIS WARRANTY, OR TO MODIFY IT IN ANY WAY. LEXINGTON EXPRESSLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. LEXINGTON ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF LEXINGTON CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

GENERAL LIMITATIONS

1. This warranty is void if Products are physically modified or altered in any way after shipment from Lexington.
2. Direct contact with products including but not limited to solvents, chemical cleaning agents, scouring agents, abrasives, petroleum-based products,

ammonia-based cleaners, alcohol and certain tanning products may cause damage to Products. Such damage is not considered a defect under this warranty.

3. Lexington reserves the right to change specifications on Products. Such changes are not considered a defect under this warranty.
4. Freight or handling damage is not considered a defect under this warranty. Claims should be filed with the applicable freight carrier.
5. This warranty applies under conditions of normal residential use. It does not apply to defects or damage resulting from negligence, misuse or abuse, lack of recommended maintenance, commercial, rental, or non-residential use or uses for which Products were not designed. This warranty does not cover ordinary wear-and-tear.
6. Due to the natural and man-made materials used in the manufacturing process and the fact that Products are generally handmade, variations will occur from piece to piece. Such variations are not considered defects under this warranty.
7. Stone and marble are natural materials containing vein lines, hairline fissures, pores, and color variations that are normal characteristics and not considered defects under this warranty.
8. Stone and marble tops must often be re-sealed on a regular basis. Damage to tops as a result of not being adequately sealed by the purchaser is not covered by this warranty.
9. Teak will age naturally, turning from a golden brown coloration to a silver-gray patina. This natural aging is not considered a defect under this warranty.
10. Tops made from glass, porcelain, stone, marble, and synthetics must be treated with care. Damage as a result of mishandling or exposure to freezing temperatures is not considered a defect under this warranty.
11. Corrosion is a normal occurrence over time when aluminum or stainless steel are exposed to salt air or airborne chemicals like chlorinated pool water and is not covered by this warranty.
12. Chair and table floor glides are not considered part of the frame for the purposes of this warranty, nor is damage to floors for patio surfaces when the product is moved.
13. To the extent permitted by law, Lexington's responsibility under this warranty for any Products shall not exceed the actual purchase price of that specific item.

14. The representation of true color will vary in both printed catalogs and in images viewed online. Such color variations are not considered a defect under this warranty. It is always recommended that you visit an authorized retailer who displays the actual product on their showroom floor to get an accurate representation.

SPECIFIC WARRANTY PROVISIONS

ALUMINUM FRAMES – Three (3) Year Warranty
Aluminum frames are warranted against defects in materials and workmanship for three (3) years from the date of purchase by the original purchaser. Damage to frames or welds due to improper assembly, mishandling or the freezing of accumulated water are not covered by this warranty.

STAINLESS STEEL FRAMES – Three (3) Year Warranty
Stainless steel frames are warranted against defects in materials and workmanship for three (3) years from the date of purchase by the original purchaser. Pitting, brown spots and corrosion are not covered by this warranty.

ALL-WEATHER WOVEN WICKER AND SLING MATERIAL – Three (3) Year Warranty
All-weather woven wicker materials and sling materials are warranted against defects in materials and workmanship three (3) years from the date of purchase by the original purchaser. Woven materials are comprised of individual strands that can move, causing gaps to appear between strands, which are not considered defects under this warranty.

NATURAL TEAK – Three (3) Year Warranty
Natural Teak used on outdoor products is warranted against defects in workmanship for three (3) years from the date of purchase by the original purchaser. The natural aging of Teak will cause the wood to lighten from golden brown to a silver-gray patina and may cause splitting and roughness. These are not considered defects under this warranty.

FINISHES – Three (3) Year Warranty

Finishes are warranted against peeling, cracking or blistering for three (3) years from the date of purchase by the original purchaser. 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.

FABRICS AND LANYARD CORDING – Three (3) Year Warranty

Upholstery fabrics are warranted against fading, seam slippage, mis-weaves, breakdown, shrinkage, loss of nap and dye transfer for three (3) years from the date of purchase by the original purchaser. Stains resulting from spills are not covered by this warranty. This warranty does not cover colorfastness, dye transfer, shrinkage, stretching, wrinkling, loss of nap, or pilling (the formation of small balls of fuzz on the fabric surface due to the friction of normal use). Animals of any kind are extremely abrasive to fabrics or leathers, including performance fabrics. Animals of any kind can cause a variety of significant damage to fabrics, including outdoor performance fabrics. The fabric warranty on any casegoods or upholstery item will be void, without exception, if any evidence of pet use is observed. Damage from the use of any chemical treatment or from improper cleaning is not covered under this warranty.

CUSHIONS – Three (3) Year Warranty

Cushions are warranted against the loss of resiliency beyond the normal flattening of foam and fiber for three (3) years from the date of purchase by the original purchaser. Use over time will flatten foam and fibers, and is considered normal wear. This circumstance is not considered a defect under this warranty.

GLASS, PORCELAIN, STONE, MARBLE, and SYNTHETIC TOPS – One (1) Year Warranty

Glass, porcelain, stone, marble and all synthetic tops are warranted against manufacturing defects for one (1) year from the date of purchase by the original purchaser. Damage due to improper handling, misuse, or the freezing of rain water are not covered under the terms of this warranty.

UMBRELLAS AND UMBRELLA BASES – One (1) Year Warranty

Umbrellas and umbrella bases are warranted against defects in materials and workmanship for one (1) year from the date of purchase by the original purchaser under normal conditions of residential use only. Lexington will repair or replace the umbrella or umbrella base in the original color and style if available, or in a similar color and style if the original item has been discontinued. It is critical that umbrellas be properly anchored in windy conditions. Lexington is not responsible for property damage or bodily injury as a result of inadequate anchoring of umbrellas.

COMPONENT PARTS – One (1) Year Warranty

Component parts (bolts, wheels, brackets, etc.) are warranted against defects in materials and workmanship for one (1) year from the date of purchase by the original purchaser. Lexington will repair or replace the part in the original color and style if available, or in a similar color and style if the original has been discontinued.

WARRANTY CLAIMS

1. Warranty claims must be made through the authorized dealer where Products were originally purchased. Claims can only be made by the original purchaser. If contact with such authorized dealer cannot be made for reasons beyond the purchaser's control, contact should be made with Lexington using the information below.
2. All claims for warranty service must be made in writing and include the original purchaser's name, address, phone number, original proof of purchase (dated sales receipt), documentation confirming the date of delivery and description of the defect.
3. In order to determine if a defect exists and how to best arrange repair, replacement, or allowance, Lexington may require photographs of the defect or a personal inspection by a Lexington representative.
4. Lexington will not be responsible for return transportation, shipping or packing charges without prior written approval by an authorized Lexington Consumer Services Manager.
5. Failure to follow these warranty claim instructions may result in a delay or additional charges to resolve the issue, or may void this warranty in part or in

its entirely.

For questions concerning this warranty, please contact your authorized Lexington Home Brands dealer or:

Lexington Home Brands
1300 National Highway, Thomasville, NC 27360
Attn: Customer Care
Phone: 336-474-5444
Fax: 336-474-5407
Email: TBOutdoor@lexington.com