HOMECREST LIMITED WARRANTIES

NOTICE: Product must be registered at myhomecrest.com to activate warranty within 60 days of original purchase.

Homecrest Outdoor Living, LLC ("Homecrest") is devoted to providing consumers with industry-leading comfort and quality. Since 1953, we have been widely known for manufacturing comfortable, high-quality, and stylish furniture. Our suppliers, manufacturing team, and sales personnel are devoted to making your experience with our products an enjoyable one.

Homecrest's Residential Limited Warranties apply to Homecrest products used in a residential setting only.

Homecrest's Commercial Limited Warranties apply to Homecrest products used in a commercial setting only.

All warranty periods begin from the original purchaser's date of purchase and are not transferable. All warranties apply only to Homecrest products shipped from the Homecrest factory after January 1, 2008 (product codes ending in –08 or later) and to those products that are maintained pursuant to the recommended care and maintenance instructions of the specific product purchased. The purchaser must register the product, residential or commercial, at <u>myhomecrest.com</u> within 60 days of purchase for the warranty to be activated. There is no Homecrest limited warranty to the purchaser who fails to register the product(s) purchased. Additionally, notwithstanding anything to the contrary, return freight is NOT covered under these Limited Warranties after one (1) year from the date of original purchase.

When submitting a warranty claim, a copy of the original sales receipt and the product code must be presented (photos may also be required). Any repair or modification of the product undertaken without prior written authorization from Homecrest will void this limited warranty. Any further warranty for a Homecrest-refinished or replaced product (already claimed under this limited warranty) shall only exist to that product for the remainder of the warranty period applicable to the original purchaser. For all warranty claims, return of damaged product will not be accepted by Homecrest without prior written approval.

THESE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND EXPRESS THE SOLE AND EXCLUSIVE LIABILITY OF HOMECREST EXCEPT AS EXPRESSLY STATED HEREIN. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, FROM ANY COURSE OF DEALING OR USAGE OF TRADE. ALL SUCH IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT BY LAW. THESE LIMITED WARRANTIES MAY NOT BE MODIFIED, EXTENDED, OR ENLARGED BY ANY REPRESENTATIVE OF HOMECREST, ANY INTERMEDIATE SALES ASSOCIATE, OR ANY OTHER AGENT OF HOMECREST.

WHAT OUR WARRANTIES COVER

Aluminum and Steel Frames (excluding Umbrella frames) | 15 years residential and 5 years commercial | Aluminum and steel frames are covered from structural failures for 15 years of residential use and 5 years of commercial usage. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the frame fails under normal usage during the warranty period as set out herein, and such failure is not the result of abuse or an act of God, Homecrest will repair or replace the frame at the Homecrest's sole discretion. If replacement is required and your original frame is no longer manufactured, we will replace it with a similar product, as determined by Homecrest. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

HDPE Surfaces | **15** years residential and **5** years commercial | HDPE surfaces (table tops and benches) are covered from significant warpage and structural failures for 15 years of residential use and 5 years of commercial usage. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the HDPE frame or surface fails, or the HDPE surface significantly warps, under normal usage, and such failure or warpage is not the result of abuse or an act of God, Homecrest will repair or replace the HDPE component at the manufacturer's sole discretion. If replacement is required and your original HDPE frame or surface is no longer manufactured, we will replace it with a similar product, as determined by Homecrest. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

Fire Table Burners | Crossfire® burner 15 years residential and 5 years commercial | Crystal Fire burner 2 years residential and 1 year commercial | Of our two styles of fire table burners, the Crossfire burners (brass 24" round and 12" x 24" rectangle) are warranted for a period of 15 years of residential use and 5 years of commercial usage. Our Crystal Fire burners (stainless steel 12" round, 24" round, and 12" x 24" rectangle) are warranted for a period of 2 years of residential use and 1 year of commercial usage. For both versions, the warranty is limited to the replacement or repair of defective components or workmanship. If replacement is required and your original product is no longer available, we will replace it with a similar product, as determined by Homecrest. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

Painted Surfaces (peeling, flaking, or blistering) 5 years residential and commercial Painted frame surfaces are covered against peeling, flaking, or blistering for a period of 5 years for both residential and commercial usage. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the painted surface peels, flakes, or blisters under normal usage during the warranty period as set out herein, and such failure is not the result of abuse or an act of God, Homecrest will repair or replace the frame at the manufacturer's discretion. If replacement is required and your original product is no longer manufactured, we will replace with a similar product, at Homecrest's discretion. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

In-Pool Series Products | 5 years residential and commercial | In-Pool Series products are covered from defects in materials and workmanship for a period of 5 years for both residential and commercial usage. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the In-Pool Series product has a defect in material or workmanship during the warranty period as set out herein, and such defect is not the result of abuse or an act of God, Homecrest will repair or replace the product at the manufacturer's discretion. This warranty DOES NOT cover damage due to jumping, standing, or walking on the furniture.

Double Layer Slings and Padded Slings | 5 years residential and 2 years commercial | The fabrics used on our double layer slings and padded slings are warranted against tearing, discoloration, or excessive fading for 5 years of residential use and 2 years of commercial usage when maintained pursuant to the recommended care and maintenance instructions. The warranty DOES NOT INCLUDE tearing or discoloration sustained from abuse or an act of God. In the event a replacement is required, Homecrest will replace the double layer sling or padded sling with the same fabric, if available, or a comparable fabric, if necessary, based on manufacturer's discretion (installation labor not included). If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight. This warranty is valid ONLY on products purchased after March 1, 2017.

Umbrella Frames | 3 years residential and commercial | The frame structures of Homecrest's Market, Sol, and Triumph umbrellas are covered from structural failures for 3 years of both residential and commercial usage. Warranty includes manufacturer defects to the notch, runner, center pole, and skeleton structure of the umbrella frame. The warranty DOES NOT INCLUDE damages sustained to these umbrella frames while in any degree of tilt or sustained from abuse or an act of God. Homecrest will repair, replace, or provide replacement parts at the manufacturer's discretion. If replacement is required and your original product is no longer manufactured, we will replace it with a similar product, at the discretion of Homecrest. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight. This warranty is not valid on umbrella frames purchased prior to September **1**, 2020.

Natural Series Table Tops | 3 years residential and 1 year commercial | Natural Series table tops are warranted against structural failures, finish cracks, and blisters for 3 years of residential use and 1 year of commercial usage. Failure to properly maintain the table top or store it properly during inclement weather will void the warranty. If the natural series table tops have been maintained pursuant to the recommended care and maintenance instructions and there are structural failures, finish cracks, and/or blisters under normal usage during the warranty period as set out herein, and such failure is not the result of abuse or an act of God, Homecrest will repair or replace the natural series table top at Homecrest's sole discretion. If replacement is required and your original natural series table top is no longer manufactured, we will replace it with a similar product, as determined by Homecrest. If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

Vinyl Straps and Glider Bearing Hangers | 3 years residential and 1 year commercial | Vinyl strapping is warranted from discoloration or breakage for 3 years of residential use and 1 year of commercial usage. In the unlikely event that the strap significantly discolors or breaks, Homecrest will supply a replacement strap (installation labor and shipping not included). Glider bearing hangers are warranted against failure for 3 years of residential use and 1 year of commercial usage. In the unlikely event a bearing hanger fails, Homecrest will supply a replacement hanger (installation labor and shipping not included).

Cushions and Umbrella Canopies | 2 years residential and 1 year commercial | The fabrics used on our cushions and umbrella canopies are warranted against tearing, discoloration, or excessive fading for 2 years of residential use and 1 year of commercial usage when maintained pursuant to the recommended care and maintenance instructions. The warranty DOES NOT INCLUDE tearing or discoloration sustained from abuse or an act of God. In the event replacement is required, Homecrest will replace the cushion or umbrella canopy_with the same fabric, if available, or a comparable fabric, if necessary, based on manufacturers discretion (installation labor and shipping not included). If the warranty claim is made within the first year of the limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

Miscellaneous Items | 1 year residential and commercial | The finish on coiled steel spring rocker mechanisms, plastic parts, flex plates, glides, swivel inserts, and umbrella bases is warranted against peeling, flaking, or blistering for 1 year in both residential and commercial usage. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the finish peels, flakes, or blisters under normal usage during the warranty period as set out herein, and such failure is not the result of abuse or an act of God, Homecrest will repair or replace the covered component at the manufacturer's discretion. If replacement is required and your original product is no longer available, we will replace with a similar product, at Homecrest's discretion. If the warranty claim is made within the 1-year limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

Replacement Program | 1 year residential and commercial | All replacement slings, cushions, parts, etc. purchased online through <u>shop.homecrest.com</u>, or through a verified Homecrest retailer who sells replacement parts, carry a 1-year warranty from date of purchase of the replacement part. If the furniture has been maintained pursuant to the recommended care and maintenance instructions and the replacement part fails under normal usage during the 1-year warranty period, and such failure is not the result of abuse or an act of God, Homecrest will replace the replacement part at the manufacturer's discretion. In the event replacement is required, Homecrest will replace the product with the same component part, if available, or a comparable component part, based on manufacturer's discretion (installation labor not included). If the warranty claim is made within the 1-year limited warranty and shipping is within the Continental United States, Homecrest will pay the warranty freight.

WHAT OUR WARRANTIES DO NOT COVER

These Limited Warranties do not cover the following products:

- Products shipped from the previous factory prior to January 1, 2008.
- Glass and acrylic table tops.
- Vinyl furniture covers.
- Showroom samples and factory outlet purchases.

Additionally, notwithstanding anything to the contrary herein, these Limited Warranties on the products that are covered hereunder are limited to failures resulting only from normal usage and natural weathering and DO NOT cover damage or failure of products attributable to:

- Acts of God, falling objects, fire, explosions, external forces, or any similar physical damage.
- Failure of product caused by misuse or lack of appropriate care and maintenance of the products (including rust). Refer to the care and maintenance instructions.
- Damage due to abuse or excessive wear and tear, including punctures or cuts, intentional or unintentional.
- Damage caused by caustic chemicals and/or power washers.
- Normal fading of fabrics, straps, and painted surfaces.
- Bursting and cracking of tubing and extrusion caused by exposure to moisture and freezing temperatures.
- Salt water exposure—due to the demands of salt air, weekly cleaning and quarterly waxing of painted surfaces must be maintained to prevent finish blisters and corrosion. Failure to carefully follow our care and maintenance instructions will void the warranty.

NOTICE: Warranty for any product covered by these Limited Warranties is automatically voided if any modification or alternation is performed on product that was originally sold or provided by Homecrest. Examples include, but are not limited to, the following: (1) the use of non-Homecrest approved and provided touch up paint; (2) altering of fire table burner systems, such as adding electronic ignition products or other devices not contained in the original product provided by Homecrest; or (3) attaching or using any hardware on a Homecrest product or component that was not originally sold or provided by Homecrest.

CLAIMS PROCEDURE

In the event that a warranty claim file needs to be opened, contact your local Homecrest retailer/commercial dealer to facilitate the process. If a local retailer/commercial dealer is not available, you may also contact Homecrest via our website at www.homecrest.com/Contact or email warranty@homecrest.com. Warranty for any refinished or replaced product shall be only for the remainder of the warranty period applicable to the original product. During the warranty process, you may be required to either return the defective merchandise or provide proof of destruction. Working through your local retailer or commercial dealer is highly recommended, when possible. Many of our retailers and commercial dealers can fix and/or handle issues immediately, saving both time and expense in the warranty process.

FREIGHT DAMAGE

All Homecrest furniture is delivered to the carrier in factory new condition. Claims for damage or losses that occur during shipping must be filed with Homecrest within seven (7) days from the time of receipt of delivery. Send written notice of the claimed condition to Homecrest Outdoor Living, LLC, 1250 Homecrest Avenue, Wadena, MN 56482 or email Homecrest at warranty@homecrest.com.

Note: For product care and maintenance instructions, please visit www.homecrest.com/FAQ.