WARRANTY

OUTDOOR FURNITURE WARRANTY

HIGH DENSITY POLYETHYLENE (HDPE) POLYTUF™ AND SEABOARD® MARINE HDPE OUTDOOR FURNITURE

TWENTY (20) YEAR LIMITED WARRANTY (RESIDENTIAL)
FIVE (5) YEAR LIMITED WARRANTY (COMMERCIAL)

Berlin Gardens, LLC ("Berlin Gardens") warrants to the original purchaser that its PolyTuf™ and Seaboard® outdoor furniture products will be free of original defects in workmanship and materials for a period of **twenty (20) years** of residential use or **five (5) years** of commercial use unless otherwise noted in the warranty. The warranty is effective starting on the date of purchase. At its option, Berlin Gardens will repair or replace this product without charge for materials and labor, providing our inspection indicates that an original defect exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time the warranty service is required, a substitution of similar performance and equal or greater value will be made. Polyethylene is a synthetic product and may scratch, can fade when exposed to sunlight, or stain after prolonged contact with other substances, all of which are not covered in this warranty. Some expansion and contraction is to be expected during changes in humidity and temperature. The foregoing shall not be considered defects in materials or workmanship and are not covered under this warranty. Stainless steel fasteners are warranted not to fail structurally for the applicable warranty period. Stainless steel may rust in certain extreme conditions (such as coastal areas) if not maintained. This warranty does not cover rusting fasteners or structural failure due to rusting fasteners, damage caused by unauthorized service or repair, alteration of this product, abuse or misuse, normal wear and tear on materials, or any attempt to use the product in a manner or for a purpose other than for which it is customarily intended. This warranty also does not cover scratching or chipping of polyethylene; however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you.

Folding Chairs, Folding Accessories & Sling Chair Frames are warranted to be free of original defects in workmanship and material for a period of **ten (10) years** of residential use or **two (2) years** of commercial use.

Mayhew Stationary Adirondack is warranted to be free of original defects in workmanship and material for a period of **twenty (20) years** of residential use or **two (2) years** of commercial use.

PAX Tables, Chairs and Bench aluminum frames are warranted not to fail structurally for **ten (10) years** of residential use and **two (2) years** of commercial use.

Powder Coating on PAX furniture and all other powder coated components on Berlin Gardens Furniture is warranted for **two (2) years** against peeling, cracking or blistering. This does not include failure of the powder coat finish due to abrasion, including but not limited to abrasion caused by stacking/leaning/moving the furniture against other furniture/items or scraping against other surfaces.

Swivels, Bradford Pergolas, Arbors and A-Frames are warranted not to fail structurally for **five (5) years** of residential use or **two (2) years** of commercial use.

Cushions are warranted to be free of original defects in workmanship and material for a period of **one (1) year** of residential use and are not warranted for commercial use. Compression of cushions shall not be considered a defect in materials and workmanship and are not covered under this warranty.

Sling Materials used in Berlin Gardens Furniture are warranted to be free of original defects and workmanship for a period of **three (3) years** of residential use and **one (1) year** of commercial use.

Umbrellas are warranted for **one (1) year** on original workmanship of frame and cover and are not warranted for commercial use. Steel Umbrella Bases are warranted for **one (1) year** of residential use. Commercial use and rusting are not covered by this warranty.

Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose. Some states do not allow limitations of implied warranty so this limitation may not apply to you. In that event, any such implied warranty is limited to that required by law. Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by you. Claims for original defects in workmanship or materials shall be made in writing to Berlin Gardens no later than ten (10) days after the expiration of the warranty period at the address below:

OUTDOOR FIRE PIT WARRANTY

Berlin Gardens, LLC ("Berlin Gardens") extends the following warranty to the original purchaser of its outdoor fire pit. This warranty applies only to the original owner of the Product and is non-transferable. The warranty is effective starting on the date of purchase.

Polyethylene Fire Pits with a Polyethylene Top are warranted to be free of original defects in workmanship and materials for a period of **ten (10) years** of residential use or **two (2) years** of commercial use. A glass wind guard must be installed on Fire Pits with Polyethylene Tops at all times to keep flames from touching the material and avoid melting. Lighting or burning a fire pit without the glass wind guard installed may result in melting of the polyethylene material and voids this warranty. Polyethylene is a synthetic product and may scratch or fade slightly when exposed to sunlight or stain after prolonged contact with other substances. Some expansion and contraction is to be expected due to extreme changes in humidity and temperature. This warranty also does not cover scratching or chipping of polyethylene, however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you. **Stainless Steel Heat Barrier** used on Polyethylene Tops to distance flames and heat from the Polyethylene material are 304 grade stainless steel and may rust in normal outdoor conditions and/or coastal areas. Rusting that does not affect the structural integrity of the Stainless Steel Heat Barrier is not covered by this warranty. When not in use, covering a fire pit with a waterproof fire pit cover is recommended and may minimize but not eliminate the possibility of rust.

At its option, Berlin Gardens will repair or replace these products without charge for materials and labor, providing our inspection indicates that an original defect exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time the warranty service is required, a substitution of similar performance and equal or greater value will be made. The foregoing shall not be considered defects in materials or workmanship and are not covered under this warranty. Stainless steel fasteners are warranted not to fail structurally for the applicable warranty period. Stainless steel may rust in certain extreme conditions (such as coastal areas) if not maintained. This warranty does not cover rusting fasteners or structural failure due to rusting fasteners, damage caused by unauthorized service or repair, alteration of this product, **abuse or misuse**, normal wear and tear on materials, or any attempt to use the product in a manner or for a purpose other than for which it is customarily intended.

Stainless Steel Burners, Intrigue Fire Feature and all parts and components for burners are provided by "The Outdoor GreatRoom Company." The Outdoor GreatRoom Company warrants this Outdoor GreatRoom Product will be free from defects in material and workmanship for a period of **one (1) year.** Stainless Steel parts and assemblies carry a limited lifetime warranty. Slight rusting on burners and components of the burners are not covered by this warranty. This warranty is subject to the conditions, exclusions and limitations described in the "THE OUTDOOR GREATROOM COMPANY OUTDOOR PRODUCTS LIMITED WARRANTY" found on page 18 of the Crystal Fire instruction manual included with a fire pit burner. Warranty claims for Stainless Steel Burners may be made to Berlin Gardens and Authorized Berlin Gardens Dealers but will be processed by The Outdoor GreatRoom Company and be handled according to The Outdoor GreatRoom Company Warranty.

Glass Wind Guards, Glass Fire Gems, Fire Pit Covers and other Fire Pit Accessories are not covered in any way by this warranty.

Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose. Some states do not allow limitations of implied warranty so this limitation may not apply to you. In that event, any such implied warranty is limited to that required by law. Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by you. Claims for original defects in workmanship or materials shall be made in writing to Berlin Gardens no later than ten (10) days after the expiration of the warranty period at the following address below.

Berlin Gardens LLC
P.O. Box 446, Berlin, Ohio 44610
Phone: 800-593-3411
Email: customerservice@berlingardensllc.com

You must explain the nature of the original defect and include your name, address and telephone number. In the event of a non-warranty repair, you will receive a written estimate prior to any repair work being performed. This warranty gives you specific legal rights and you may have other rights which vary from state to state. As defined by federal law, this is a limited warranty.

Sales by anyone other than an Authorized Dealer voids this warranty entirely.

Revised 7/28/2020