



## **EXPRESS LIMITED WARRANTY**

### **APRIL 2021**

#### **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").

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. 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 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 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, white crystal 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, white crystal stone, and marble tops ship with a factory sealer applied, but must 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 – glass, porcelain, stone, white crystal stone, marble and GFRC tops 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.
13. 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 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. 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. This fabric warranty will be void 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.

### **GLASS, PORCELAIN, STONE, WHITE CRYSTAL STONE, MARBLE, GFRC and WEATHERSTONE™ TOPS – One (1) Year Warranty**

Glass, porcelain, stone, white crystal stone, marble, GFRC and Weatherstone™ 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 rainwater are not covered under the terms of this warranty.

### **FIRE PITS – One (1) Year Warranty**

Fire pits are warranted against defects in materials and workmanship for one (1) year from the date of purchase by the original purchaser. Installation and operational instructions for all fire pits are included with these units, and available from Lexington at the address noted at the end of this document. **WARNING: Failure to follow these instructions will void the warranty on Products and may subject the purchaser or operator to significant property damage and potentially fatal injury.**

### **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. 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 has been discontinued. It is critical the umbrellas be properly anchored in windy conditions. Lexington is not responsible for property damage or bodily harm 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 Care 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 entirety.

For questions concerning this warranty, please contact your authorized Lexington Home Brands dealer, or  
Lexington Home Brands  
Attn: Consumer Care  
1300 National Highway  
Thomasville, NC 27360

Phone: 336-474-5444

Fax: 336-474-5407

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