

# Product Warranty Agreement - Indoor Furniture

### **Warranty Coverage:**

David Francis warrants that all first quality products are free from manufacturing defect and will remain free from such defects during the Warranty Period with proof of purchase. David Francis extends this warranty only to the end user of the purchased product, who is the party in possession of the purchased product once installed as usable furniture. It does not extend to any subsequent owner or other transferee of the product.

### Warranty Period:

The original purchaser of David Francis is protected against defective workmanship for a period of ONE (1) year from the date of invoice. If the furniture proves defective, David Francis will replace or repair it, at our option and free of charge, provided it is returned promptly as directed, freight charges prepaid by the purchaser. The Warranty Period is not extended if we repair or replace the furniture. David Francis may change the availability of this warranty at our discretion, but any changes will not be retroactive.

### **Warranty Claims:**

In no event shall liability under this warranty exceed the original purchase price of the furniture. No deductions for repairs in field will be allowed without specific written authorization. This warranty does not apply to furniture damaged by accident, abuse, neglect, improper use or misuse, nor does it apply to unauthorized repairs or freight or other transportation damage. In the event of any apparent damages to the furniture, customer must take the furniture out of service immediately.

No warranty coverage is provided for impact damage, normal wear and tear, indentions, scratches, and surface damage caused by failure to protect and maintain furniture properly or failure to follow the product instructions for care. No warranty coverage is provided for variations in color, grain or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight. No warranty coverage is provided for cushions, fabrics, pillows, COM fabrics and glass. This warranty is limited to first quality goods only and excludes outlet purchases.

No warranty coverage is provided for furniture that has been placed outdoors or exposed to the elements. David Francis' interior products are designed and manufactured for indoor/interior use only, in a humidity controlled environment. Any furniture that has been repaired, touched up, or altered by someone other than David Francis, LLC, will not be eligible for warranty coverage.

See "Care and Maintenance" specifications for maintenance instructions. Improper or insufficient maintenance will void this warranty.

### To Obtain Warranty Service:

If you suspect manufacturer's defect, you must send photos, along with a written description of the defect, to the attention of David Francis Warranty Department. Please include a copy of your dated invoice, keeping the original invoice for your records. No items will be accepted without written approval from the David Francis Warranty Department. Returns not authorized by David Francis may be refused.

### **Limitation of Liability:**

The remedies described above are the purchaser's sole and exclusive remedies and David Francis' entire liability for any breach of this warranty. As stated herein, David Francis' liability shall under no circumstances exceed the actual amount paid by the purchaser for the furniture, nor shall David Francis under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether indirect or direct. Notwithstanding the above limitations of liability, any claim related to the terms hereunder shall be subject to and governed by Florida law.



## Product Warranty Agreement - Outdoor Furniture

### **Warranty Coverage:**

David Francis warrants its frames and welds from breaking for a period of three (3) years. David Francis will repair or replace any frame that has structurally failed during normal use and that has received regular care and maintenance. This is a limited warranty, valid for first quality goods only and excludes outlet purchases. David Francis extends this warranty only to the end user of the purchased product, who is the party in possession of the purchased product once installed as usable furniture. It does not extend to any subsequent owner or other transferee of the product. The Warranty Period is not extended if we repair or replace the furniture. David Francis may change the availability of this warranty at our discretion, but any changes will not be retroactive.

Powder-coated finishes that are properly maintained are guaranteed for a period of two (2) years. To properly maintain your furniture, wash it with mild soap and a warm water solution. Use a soft sponge or cleaning rag to clean. Rinse with clear water. Furniture inland (away from salt air environments) should be cleaned quarterly, or more frequently, as needed. Furniture exposed to salt air must be cleaned monthly, or the finish may oxidize, discolor and/or blister. Residue from floor or patio cleaning chemicals will deteriorate the finish. Furniture must be removed before cleaning floors or patios. See "Care and Maintenance" on our website for further instructions. Improper or insufficient maintenance will void this warranty.

Woven resin is guaranteed against fading, cracking, and breaking during normal use for a period of two (2) years. Our woven resin furniture is constructed with Viro® and/or Ecolene® fibers, which is insensitive to temperatures between -50 Fahrenheit to 140 Fahrenheit. It is UV resistant, polyethylene (PE) based, non-toxic and chlorine resistant. See "Care and Maintenance" specifications for maintenance instructions. Improper or insufficient maintenance will void this warranty.

Cushion workmanship is guaranteed for one (1) year. The fabric manufacturer may offer an additional warranty.

#### **Warranty Claims:**

In no event shall liability under this warranty exceed the original purchase price of the furniture. No deductions for repairs in field will be allowed without specific written authorization. This warranty does not apply to furniture damaged by accident, abuse, neglect, improper use or misuse nor does it apply to unauthorized repairs or freight or other transportation damage. In the event of any apparent damages to the furniture, customer must take the furniture out of service immediately.

No warranty coverage is provided for impact damage, normal wear and tear, indentions, scratches, and surface damage caused by failure to protect and maintain furniture or failure to follow the product instructions for care properly. No warranty coverage is provided for cushions, fabrics, pillows, COM fabrics and glass. Any furniture that has been repaired, touched up, or altered by someone other than David Francis, LLC, will not be eligible for warranty coverage.

### **To Obtain Warranty Service:**

If you suspect manufacturer's defect, you must send photos, along with a written description of the defect, to the attention of David Francis Warranty Department. Please include a copy of your dated invoice, keeping the original invoice for your records. No items will be accepted without written approval from the David Francis Warranty Department. Returns not authorized by David Francis may be refused.

## **Limitation of Liability:**

The remedies described above are the purchaser's sole and exclusive remedies and David Francis' entire liability for any breach of this warranty. As stated herein, David Francis' liability shall under no circumstances exceed the actual amount paid by the purchaser for the furniture, nor shall David Francis under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether indirect or direct. Notwithstanding the above limitations of liability, any claim related to the terms hereunder shall be subject to and governed by Florida law.