

TELESCOPE CASUAL LIMITED WARRANTY

Frames and Powder Coat: If your Telescope powder coat aluminum frame or marine grade polymer frame fails structurally during normal usage within the applicable warranty period (as defined below), we will repair, refinish or replace the frame without charge, parts and labor included. (In the case of discontinued models or finishes, we will replace the item with the closest comparable current model.) Products covered by our frame warranty are identified in this catalog as either 15/5, 15/3, 15/1 or no identification at all. 15/5 indicates a frame warranty period of 15 years in residential use/5 years in contract use. 15/3 indicates a frame warranty period of 15 years in residential use/3 years in contract use. 15/1 indicates a frame warranty period of 15 years in residential use/1 year in contract use. No indication indicates a frame warranty period of 1 year in residential use and that there is no frame warranty in contract use. All warranty periods commence on the date of purchase. Contract use includes any rental, business, commercial, institutional, or other non-residential use.

The powder coat finish on our powder coat aluminum frame furniture is warranted against peeling, cracking or blistering for a period of 3 years from the date of purchase. Failure of the powder coat finish due to abrasion, including abrasion caused by stacking the furniture against other furniture or scraping against other surfaces, is not covered by this warranty.

The following products are not covered by our frame and powder coat warranties: table tops, umbrellas, umbrella bases, wood furniture, cushions, slings, straps, wicker fibers, and folding aluminum furniture.

Non-Glass Table Tops: Non-glass table tops are warranted to be free from manufacturing defects for 3 years from date of purchase. Fading or staining of the table surface is not included under warranty. Tables must not be stored upside down.

Umbrellas and Umbrella Bases: Umbrellas and umbrella bases are warranted to be free of manufacturing defects for either 1 year or 3 years from the date of purchase, as identified in our catalog and price lists by the following indicators: 3/3 indicates 3 years in residential use/3 years in contract use; 1/1 indicates 1 year in residential use/1 year in contract use. Cast iron and steel bases, if not properly maintained, will rust if the finish is scratched through to the metal. If this occurs, the base must be touched up with an acrylic based paint.

Wood Furniture, Cushions, Slings, and Folding Aluminum Furniture: Wood furniture, cushions, slings, and folding aluminum furniture are warranted to be free of manufacturing defects for 1 year from the date of purchase in residential use only. They are not warranted for contract use.

Vinyl Straps: Vinyl straps are warranted against breakage and gross discoloration for a period of 3 years from the date of purchase. In the case of breakage or gross discoloration (our judgment), replacement straps will be provided but labor is not included.

Wicker Fibers: The wicker fibers featured in our Wicker Collections are warranted by the fiber manufacturer for 3 years from the date of purchase. Please refer to our Price Index or contact our Customer Service Department for details on this wicker fiber warranty.

Other Warranty Limitations and Exclusions: The natural weathering of wood finishes, breakage of glass, fading, staining and mildewing of fabrics, slings and strapping, the compression of cushion fillings, and the rusting of umbrella bases are not covered under our warranties.

Freeze or ice damage is not covered by our warranties. Furniture stored outside or in other cold storage should be drained of any water. If allowed to freeze inside the furniture, water can damage the tubing.

These warranties do not cover the failure of furniture that, in our opinion, was caused by acts of God, accident, neglect, improper shipping or handling, or by unreasonable or abusive use, and these warranties are void if our care and maintenance instructions were not properly followed. Furniture used in a contract (commercial) setting is not warranted unless it is specifically designated for contract or commercial use in our catalog.

All warranties are to the original purchaser from authorized dealers only. Warranties are not transferable.

Warranties are for repair, replacement or substitution only, in our sole discretion.

These warranties apply only to furniture manufactured by Telescope Casual Furniture, Inc., after September 1, 1986.

THESE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TELESCOPE CASUAL FURNITURE, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAD REASON TO KNOW IN ADVANCE THAT SUCH DAMAGES WERE POSSIBLE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THE WARRANTY EXCLUSIONS DO NOT APPLY TO YOU, THEN, WHERE LEGALLY PERMISSIBLE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD.