

## **TROPITONE WARRANTY INFORMATION**

**PROPER PRODUCT CARE IS ESSENTIAL FOR PRESERVING YOUR RIGHTS UNDER THIS WARRANTY. FAILURE OR NEGLIGENCE TO PERFORM REQUIRED PRODUCT CARE WILL VOID THIS WARRANTY. PLEASE REFER TO THE PRODUCT CARE SECTION OF [www.tropitone.com](http://www.tropitone.com) WEBSITE FOR REQUIRED PRODUCT CARE.**

Warranty is valid from the date of purchase to the original purchaser only. Proof of purchase (original sales receipt including purchase date) is required. Photos or inspection may be required.

### **Tropitone Consumer 15/5-year Warranty**

Usage in a residential setting: The Tropitone warranty covers aluminum outdoor patio furniture frames for fifteen years. If your Tropitone frame fails structurally during normal usage within fifteen years, Tropitone will repair or replace the outdoor furniture frame at manufacturer's discretion (with same or similar product if discontinued) at no charge. If the finish peels, cracks or blisters within five years, Tropitone will repair, refinish or replace the frame at manufacturer's discretion (with same or similar product if discontinued) at no charge. From time to time there may be minor variations in color and texture of finishes. **THIS WARRANTY SPECIFICALLY DOES NOT COVER SUCH MINOR VARIATIONS IN COLOR AND TEXTURE OF FINISHES.**

Tropitone will pay freight costs for the first year in the Continental U.S. Parts and labor are included. **In addition, the Five, Three and One year warranties below apply.**

### **Tropitone Commercial 5-year Warranty**

Usage in a commercial setting: The Tropitone warranty covers aluminum outdoor patio furniture frames for five years. Commercial use is defined as use in any public area including both the common area and individual units of properties such as hotels and apartment complexes. If your Tropitone frame fails structurally during normal usage within five years, Tropitone will repair or replace the frame (with same or similar product if discontinued) at no charge. If the finish peels, cracks or blisters within five years, Tropitone will repair, refinish or replace the frame (with same or similar product if discontinued) at no charge. From time to time there may be minor variations in color and texture of finishes. **THIS WARRANTY SPECIFICALLY DOES NOT COVER SUCH MINOR VARIATIONS IN COLOR AND TEXTURE OF FINISHES.**

Tropitone will pay freight costs for the first year in the Continental U.S. Parts and labor are included. **In addition, the Five, Three and One year warranties below apply.**

### **Smooth Finish Surface Warranty**

Tropitone offers finishes that are classified as "Smooth Finishes." Such Smooth Finishes are non-textured and have a higher gloss level than other finishes in Tropitone's offering. They are suitable for normal, outdoor use. However, Smooth Finishes may highlight normally-occurring

characteristics of the surface of unfinished aluminum frames and components that would not be noticeable when using textured finishes. This is particularly the case regarding cast aluminum frames and components. Cast aluminum frames and components may exhibit surface imperfections that are a natural result of the casting and/or finishing processes. **TROPITONE'S WARRANTY SPECIFICALLY DOES NOT COVER SURFACE IMPERFECTIONS OF ALUMINUM FRAMES AND COMPONENTS THAT MAY BE HIGHLIGHTED BY SMOOTH FINISHES.**

**Smooth Finishes currently offered:**

- **ALM – Aluminum Metallic**
- **ASK – Almond Silk**
- **BZM – Bronze Metallic**
- **PMT – Parchment**
- **SNO - Snow**

*Other Smooth Finishes may be added periodically.*

**Tropitone Consumer and Commercial Warranty**

**For 5 Years**

The Tropitone warranty covers stainless steel outdoor patio furniture frames for five years from the date of purchase. The warranty covers vinyl straps, lacing and EZ Span™ segments against breakage for five years from the date of purchase. This applies only to breakage, not color changes. In the unlikely event that a strap breaks or pulls loose, Tropitone will supply a replacement strap at no charge. Tropitone will pay freight costs for the first year in the Continental U.S. (Labor not included.)

**For 3 Years**

The warranty covers vinyl straps against discoloration for three years from the date of purchase. In the unlikely event that a strap becomes grossly discolored, Tropitone will supply a replacement strap at no charge. Strap replacement due to discoloration is at vinyl supplier's discretion.

Mobilis polymer frames are warranted for three years against fading and manufacturing defects.

Solid surface table tops used in residential settings are warranted against manufacturer's defect for three years. If the Stoneworks™ or solid surface top fails structurally during normal usage or if the finish peels, cracks or blisters within three years from date of purchase, Tropitone will repair, refinish or replace the top.

Woven products are warranted against manufacturer's defect for three years.

A market umbrella is a shade structure and is not meant for protection from the elements. Basta Sole umbrella frames are warranted against splitting, rusting or other manufacturer's defects for three years.

Tropitone natural stone tops are warranted for a period of three years from the date of delivery to the end user against structural failure due to defects in the materials or workmanship. Natural stone tops (Granite, Marble, Travertine, etc.) are made with durable, high quality natural stone. They are hand crafted, making each piece unique. There is naturally some variation in the color, texture, veins and gloss levels. This variation is normal and not warrantable. Tropitone tabletops are designed for normal, outdoor use in a residential setting. However, all natural stone tops require periodic maintenance to preserve their natural beauty. This maintenance will help protect the surface from deterioration, staining, and in some cases cracking which can occur if left unsealed. **THIS WARRANTY SPECIFICALLY DOES NOT COVER STAINS, FADING OR DISCOLORATION IN ORIGINAL COLOR, TEXTURE, OR GLOSS, OR DAMAGE DUE TO NEGLIGENCE, IMPROPER MAINTENANCE (SEE CARE AND MAINTENANCE GUIDE), ACTS OF GOD, OR ALTERATIONS OR MODIFICATIONS OF ANY KIND, MADE BY ANY PERSON OR PERSONS, AFTER THE PRODUCT HAS LEFT TROPITONE. THIS WARRANTY SPECIFICALLY DOES NOT COVER SCRATCHING, CHIPPING AND PITTING THAT NORMALLY OCCURS IN NATURAL STONE SURFACES. MOISTURE CAN BE ABSORBED INTO SOME NATURAL STONE WHICH IS POROUS OR VEINED, WHICH CAN THEN FREEZE AND CAN CAUSE THE STONE TO CRACK. THIS IS NOT COVERED BY THE WARRANTY.**

Tropitone will pay freight costs for the first year in the Continental U.S. Labor is included for the first year.

#### **For 1 Year**

The warranty covers fabrics on cushions, patio and market umbrellas and slings for one year against tearing, discoloration or fading. Fabrics are constructed of various types of yarns and various numbers of yarns in the warp and fill. Such variations in construction result in variations in sag and sag recovery. **SUCH VARIATIONS IN SAG AND SAG RECOVERY ARE SPECIFICALLY EXCLUDED FROM THIS WARRANTY.** The warranty covers woven products for one year against discoloration or fading. Tropitone warrants the following for one year from the date of purchase: natural stone components (such as umbrella hole cap for table tops), finish on coiled steel spring rocker mechanisms, cushion fills, acrylic table tops against bowing and warping, teak components, glides, hardware, wheels, connectors, table rims, metal patio umbrellas and patio umbrella bases. Solid surface table tops used in commercial areas are warranted against manufacturer's defects for one year. Teak used in residential settings is warranted against structural failure during normal usage for one year.

Tropitone will pay freight costs for the first year in the Continental U.S. Labor not included.

#### **Seaside, Cruise Ship and Indoor Pool Use**

Due to the concentrations of salt air & salt water spray associated with seaside and cruise ship use and concentrations of humidity & chemicals with indoor pool use, Tropitone recommends weekly or biweekly periodic cleaning of surface buildup to reduce the likelihood of blistering of paint and oxidation of frames. Tropitone also recommends quarterly waxing of your Tropitone frames to assist in your product's maximum longevity. Failure or neglect to perform required

care may likely result in surface buildup of a white chalky substance which may cause the paint to blister and frame to oxidize. Such failure or neglect will void the Warranty.

### **What is NOT covered**

- Failure caused by unreasonable, unanticipated or abusive use
- Failure caused by a lack of reasonable and necessary care and maintenance
- Normal fading of fabrics, upholstery or woven materials
- Flattening or compression of cushions and pads
- Glass Table Tops
- Acrylic Table Tops with umbrella holes (Commercial)
- Steel Swivel Mechanisms (Commercial)
- Bursting or cracking of tubing due to exposure to water and freezing temperatures
- Changes in wood color due to the natural aging of the wood
- Return freight after first year
- Minor variations in color and texture of finishes
- Finish failure from indoor pool or seaside use caused by neglecting to provide reasonable and necessary care
- Damage caused by acts of nature
- Wind damage
- Crank umbrellas in commercial applications
- Natural stone table tops have several coverage exclusions. See what is not covered in the [“For 3 Years”](#) warranty above.

**THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS, AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL TROPITONE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING INJURY OR DAMAGES RESULTING FROM IMPROPER USE OR MAINTENANCE OF THE PRODUCT.** This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusions and limitations of incidental or consequential damages or limitations on implied warranties, so the described limitations may not apply to you.

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