

# Tropitone® for Kwalu Warranty Terms

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Certain products supplied by Kwalu are manufactured by Tropitone® using extruded aluminum and are covered by the Tropitone® Commercial and Consumer Warranty, administered through Kwalu. These products follow separate terms and conditions from standard Kwalu Protea™ products as outlined below.

For Tropitone® for Kwalu products, Tropitone® is the manufacturer and warrantor, and Kwalu acts as the selling partner and Warranty facilitator. All Warranty claims for Tropitone® for Kwalu products will be coordinated by Kwalu in accordance with Tropitone®'s published Warranty terms.

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

PROPER PRODUCT CARE IS ESSENTIAL FOR PRESERVING YOUR RIGHTS UNDER THIS WARRANTY. FAILURE OR NEGLECT TO PERFORM REQUIRED PRODUCT CARE WILL VOID THIS WARRANTY. Please refer to the Product Care section of the Tropitone website at [www.tropitone.com](http://www.tropitone.com) (as updated from time to time) for required product care instructions.

## **Tropitone® Commercial 5-Year Warranty**

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### **Commercial Use Definition**

"Commercial use" is defined as use in any public area, including but not limited to common areas and individual units of properties such as hotels, resorts, senior living communities, and apartment complexes.

### **Frame Coverage (5 Years)**

For use in a commercial setting, the Tropitone® for Kwalu Warranty covers aluminum outdoor patio furniture frames for five (5) years from the date of purchase.

If a Tropitone® for Kwalu frame fails structurally during normal usage within five years, Kwalu will facilitate replacement of the frame with the same product or a similar product if the original has been discontinued.

If the finish peels, cracks, or blisters within five years, Kwalu will facilitate replacement of the frame with the same product or a similar product if the original has been discontinued.

Minor variations in color and texture of finishes may occur from time to time.

THIS WARRANTY SPECIFICALLY DOES NOT COVER SUCH MINOR VARIATIONS IN COLOR AND TEXTURE OF FINISHES.

### **Vinyl Straps – Breakage (5 Years)**

The Tropitone® for Kwalu Warranty covers vinyl strap segments against breakage for five (5) years from the date of purchase. This coverage applies only to breakage, not color changes.

If a strap breaks or pulls loose during normal use within this period, Kwalu will supply a replacement strap in accordance with Tropitone®'s Warranty.

### **Vinyl Straps – Discoloration (3 Years)**

The Warranty covers vinyl straps against discoloration for three (3) years from the date of purchase.

If a strap becomes grossly discolored, Kwalu will supply a replacement strap.

Replacement determination due to discoloration is subject to the vinyl supplier's discretion.

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## Fabrics, Woven Products, and Components (1 Year)

The Warranty covers fabrics on cushions 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® for Kwalu warrants the following for one year from the date of purchase: cushion fills, glides, hardware and table rims.

## 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® for Kwalu 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. These environments are considered aggressive conditions and may accelerate normal wear.

Normal wear, surface changes, or cosmetic variations that do not impact structural integrity are excluded from coverage under this Warranty.

## What is NOT covered

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This Warranty does not cover, including but not limited to:

- 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
- Rope deterioration, discoloration, fading, etc. is due to chemicals, cleaning products, sun lotions and others, extreme heat or sunlight
- Flattening or compression of cushions and pads
- Glass Table Tops
- Acrylic Table Tops with umbrella holes (Commercial)
- Bursting or cracking of tubing due to exposure to water and freezing temperatures
- 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

## Labor and Freight

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Warranty remedies do not include labor, installation, removal, reinstallation, or freight unless expressly authorized in writing.

### Inspection Upon Delivery

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All products must be inspected upon delivery. The customer must notify Kwalu in writing within three (3) calendar days of receipt of the order of any quality-related issues, including but not limited to visible defects, damage, incorrect items, or missing components. Failure to provide such notice within this period may result in the issue being excluded from coverage under this Warranty and/or Kwalu's responsibility for repair, replacement, or credit.

### Limitation of Remedies and Liability

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THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IN NO EVENT SHALL KWALU OR TROPITONE® BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, 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 limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

As noted above, failure to follow required product care instructions will void this Warranty.