

## TimberTech® Outdoor Furniture

### Limited Warranty for the **Invite Collection**

At TimberTech, our goal is to build long-term relationships with our customers based on the confidence and trust that come from making high-quality and durable products. We are proud of our Invite Collection of Outdoor Furniture (the “Product”) and stand behind the quality of this premium furniture with the following warranty, which covers the use of our product in residential and commercial applications.

**Statement of Warranty:** AZEK Building Products LLC (hereinafter “Manufacturer”) warrants to the original purchaser (hereinafter “Purchaser”) that (except as set forth in the exclusions, limitations, and restrictions set forth below) all HDPE (plastic) components will not fail, under normal use, for twenty (20) years from the original purchase date for residential applications (five (5) years for commercial applications). Failure of the Product is defined as peeling, blistering, splitting, splintering, cracking, rotting, or structural damage from termites or fungal decay that occur under normal use and service. Commercial applications are defined as use in the common areas of multifamily residential dwellings, hotels, resorts, health and fitness centers, restaurants, retail shops, office buildings, and childcare and educational facilities. If you have another application or planned use for the Products, please contact us in advance to determine if this warranty will apply.

TimberTech’s Invite Collection includes high-quality, stainless-steel hardware, which is designed to last for many years of residential use. All stainless-steel hardware and fasteners are warranted for five (5) years of residential use. Hardware and fasteners exposed to saltwater conditions (defined as within 1,000 feet of salt water) or submersion or repeated exposure to chlorinated water are not warranted.

Although no material is fade-proof when subjected to years of exposure to ultraviolet (UV) rays and the elements, the Invite Collection of outdoor furniture is specifically designed to resist color fading or change over time. Therefore, for a period of five (5) years from the shipment date, Manufacturer warrants that under normal residential use and service conditions:

(1) The Product’s color will not fade from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units. This measurement shall be performed following the application and use of Manufacturer-approved cleaning products and procedures.

(2) The Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, tea, wine, coffee, sodas, and other food- and beverage-related items that would typically be present in a residential-use situation. However, in order to qualify for warranty coverage, such substances must be removed promptly from the Product with soap and water or mild household cleaners after no more than 24 hours after exposure of the substances to the surface of the Product.

As with UV exposure and color changes, notwithstanding the foregoing, Manufacturer does not warrant that the Product is stain-proof and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances that are not properly cleaned as provided above within 24 hours of exposure. In addition, this warranty does not cover any staining or damage to the Product

resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential use items, and nonfood and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods, chlorine, or petroleum-based cleaning products or bactericides.

**Exclusions from Warranty Coverage:** Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper assembly or installation of the Products and/or failure to abide by the Manufacturer's installation or assembly guidelines; (2) normal wear, neglect, abuse, accident, vandalism, or use of the Products beyond the normal use of casual furniture, or in non-residential or commercial applications (including common areas of multifamily residences) (3) normal weathering due to exposure to sunlight, weather, and atmosphere, which can cause colored surfaces to, among other things, chalk or accumulate dirt or stains; (4) improper handling, storage, abuse, or neglect of the Products by original Purchaser or third parties; (5) any fasteners not supplied by Manufacturer; (6) fabrication, remanufacturing, alteration, disassembly, or repairs made by the Purchaser or third parties; (7) discoloration, rust, or tarnishing caused by exposure to corrosive elements or atmospheric contaminants such as salt spray, salt air, chemicals, and pollution; (8) exposure to, or direct or indirect contact with extreme heat sources above 130°F, including extended exposure to reflected sunlight from low-emissivity (Low-E) glass, which may damage the surface of the Product and/or cause the Product to fade; (9) application of paint or other surface chemicals not recommended by Manufacturer in writing; or (10) acts of nature or God.

Should any covered incident or claim arise during the warranty period, Manufacturer will repair or replace (at its sole election) any defective component to the original Purchaser. Such repair or replacement is the exclusive remedy available from Manufacturer, and Manufacturer is not responsible for damages of any kind in contract or in tort, including INCIDENTAL AND CONSEQUENTIAL DAMAGES resulting from any breach of warranty. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, MANUFACTURER SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO ITS GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Manufacturer warranties shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Manufacturer's repair or replacement of any component or surface. Repair or replacement of any component or surface is not warranted beyond the original warranty period of the original defective component or surface.

This warranty does not cover color matches on any replacement parts. Furniture that has been exposed to sun and weathering may have color and appearance changes over longer periods of time and so we cannot guarantee that any replacement parts will match in color or appearance.

To the extent permitted by law, the parties hereby agree to waive any provision of law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect. If you have any other questions or needs pertaining to our warranty, please contact Manufacturer's Customer Service team.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must, within thirty (30) days

from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer using our online warranty claim form process available at <https://www.timbertech.com/about-warranties/warranty-support/>. Alternatively, Purchaser may submit a claim by contacting the Manufacturer in writing, at the following address:

TimberTech  
894 Prairie Avenue  
Wilmington, Ohio 45177  
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this Warranty that the Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either replace the defective components, the Products, or refund the portion of the purchase price paid by Purchaser for such defective Products.

The Manufacturer will not be liable for labor costs connected with the claim. Replacement material or Products will be provided that is as close as possible in color, design, and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change over time. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

This warranty is effective for purchases made on or after October 1, 2023.

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