CC PATIO
The Art of Outdoor Living

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PRODUCT WARRANTY & CARE INSTRUCTIONS

At CC Patio we pride ourselves in building the highest quality outdoor furniture which, when treated with care, will last a lifetime. We use only four types of the highest quality materials available on the market today, which are perfectly selected to outlast in our Arizona climate as well as in any environment.

CC Patio warrants all custom outdoor furniture and accessories to be free from manufacturing defects in materials and workmanship. Provided the furniture is assembled correctly and is subjected to normal use,

CC Patio will cover delivery charges related to warranty claims for a period of one (1) year from the date of purchase. After this period, the end user will incur all shipping or delivery charges related to warranty claims.

Any expenses incurred in returning the product for warranty assessment will be done so at the expense of the purchaser. If the returned product is deemed to be a valid warranty claim then we will incur any further costs. If the warranty claim is deemed to be invalid, we will contact you to see if you want us to conduct repairs at your cost and, in any event, you will be charged for outbound freight based on our standard shipping rates.

This warranty is non-transferable and is limited to the original purchaser. The original invoice/paperwork provided must match the name of the person filing the warranty claim.

CC PATIO FURNITURE FRAME

10-YEAR LIMITED WARRANTY

CC Patio provides a 10-year limited warranty against structural failure during normal usage on all powder-coated steel or aluminum frames and guarantees all products to be free of fabrication and materials defects, provided that the product is properly installed and cared for.

3-YEAR LIMITED WARRANTY

CC Patio warrants the powder coat finish on all steel or aluminum frames for a period of five (3) years from the date of purchase against peeling, flaking and blisters.

Powder Coat warranty will not be honored if furniture is situated under misters or near sprinklers that are operating regularly, which will cause the furniture to rust. Any hard water stains on the furniture should be wiped down immediately to avoid corrosion.

GEOGRAPHY

Due to the dry climate in the state of Arizona and Nevada, CC Patio manufactures all outdoor furniture from steel frames, as the default material. In all other states, it is recommended that

the customer upgrade to aluminum frames. There is an upcharge associated with aluminum frames.

If a customer purchases their furniture in Arizona or Nevada and relocates to another location, the powder coat warranty becomes null and void.

Any furniture that will be situated within 7 miles of the ocean should opt for aluminum frames.

CC Patio warrants all ironwood products for a period of three (3) years from the date of purchase against structural failure, wood rot, and insect infestation.

CC Patio warrants all hardware used in the construction of its outdoor furniture for a period of three (3) years from the date of purchase to be free from defects and against structural failure.

CC Patio Pillows

1-YEAR LIMITED WARRANTY

All cushions and pillows shall be covered against separation at the seams for a period of one (1) year from the original date of purchase by the initial consumer. We will repair or replace any cushion or pillow in the original color and style, if available, or in a similar color and style if the original fabric has been discontinued. Fading or discoloration is not covered.

SUNBRELLA® FABRIC

*CC Patio will service the Sunbrella warranty without additional charge one time within the 5-year period. If an additional warranty claim is made, CC Patio may provide the customer with the information to file the claim directly with Glen Raven or charge a fee for its services.

5-YEAR LIMITED WARRANTY

YEARS 1-3 both the fabric and the labor will be covered by warranty, YEARS 4-5 only the fabric will be replaced and the cost of labor will be passed on to the buyer.

Sunbrella® stands behind its fabrics with a guarantee that's the best in the industry: a 5-year limited warranty for upholstery, specialty fabrics, and decorative shade fabrics and a 10-year limited warranty for marine fabrics. This warranty applies to the original purchaser of Sunbrella fabric and protects against Sunbrella fabric becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including sunlight, mildew, and atmospheric chemicals (see exclusions below). It does not cover labor and installation supplied by the CCPatio.

In the rare instances where our Sunbrella fabrics do not meet the performance outlined above, Glen Raven® will resolve the issue as follows for approved claims: Within three years of consumer purchase or installation date: In addition to replacing the fabric with new equivalent fabric, Glen Raven will arrange to or otherwise pay up to $40 USD per linear yard in labor costs to replace or reupholster any impacted cushions, umbrellas, window treatments, or upholstered portions of furniture. After three years and until five years from the date of consumer purchase: Sunbrella will supply new equivalent fabric to replace the fabric that has become unserviceable.

DISCOLORATION

Unfortunately, there are some higher UV areas in the country where some lighter colored fabrics can become "scorched" or "yellowed" by the extreme UV and that appears to be the case with your customer's application. While it's more common in styles made with a blended light/dark component, we have also seen it on solid white/natural fabrics in some specific environments. To be clear, this is extremely rare for Sunbrella and it is only isolated to specific environments, particularly the West and desert Southwest area of the country.

As you may know, our fabrics are made with solution dyed acrylics. During the yarn manufacturing process, we introduce various pigments while in the liquid state of the process to create the fiber's color that is through to the core of the fiber. Many competitors use a dye-bath process to add color to their yarns or fabrics. The color for dye-bath generated fabrics are only on the outer layer which can wear away and breakdown more quickly than our proprietary solution dyed acrylic made fabrics where the color is to the core.

Lighter colors, such as Natural (FF 5404-0000) are made with yarns that are devoid of pigmentation (hence the name, "Natural"). Sunbrella's darker core colors, such as Navy, Black, Red, Blues, Browns, etc.. all have a higher level of pigment. Pigment not only provides the deep, rich, dark color but it also provides increased protection from the damaging UV. Think of pigment as a sunscreen for the fibers/fabric. Lighter colored fabrics contain little to no pigment and have little to no protection from higher levels of UV. We do have another "white" style that is made with a pigmented white fiber and that is Canvas White. While it has had a couple claims against it, both from Arizona, it seems to hold up somewhat better than Canvas Natural.

We have a lot of fabrics in our portfolio that have been in the field for decades without a single justified discoloration claim. Our recommendation would be to replace the fabric with a style that has proven to be a high performer in environments identified to have accelerated UV, such as Canvas Navy or one of the many other solid, darker colors we offer. The darker the color of the fabric, the less likely that a consumer will have a "yellowing" or "scorching" issue."

DEKTON®

25-YEAR MANUFACTURER'S WARRANTY

Dekton® 25-Year Warranty: COSENTINO® guarantees the registered owner of the installed DEKTON® by Cosentino® products against manufacturing defects for a period of TWENTY-FIVE (25) YEARS.

What the Warranty covers:

Surface damage to two-dimensional applications, such as worktops, cladding, walls, and floors permanently installed inside a dwelling (or property intended for use other than a residence). See the USE AND CARE manual.

Cracking caused by exposure to extreme hot and cold temperatures, as well as thermal shock cracking.

Stains due to common food, beverages and household products, provided that customers have followed the proper care and maintenance guidelines. Fading due to direct exposure to ultraviolet (UV) radiation, both inside and outside buildings.

DEKTON® products used for barbecues, fireplaces or any surface which may be exposed to heat, provided that the applicable installation manuals available at www. cosentino.com is strictly adhered to.

The DEKTON® XGloss/Stonika series consist of ultra-polished and ultra-compact surfaces, which require regular maintenance and cleaning.

This Warranty covers these surfaces that have been maintained in accordance with the cleaning and maintenance guidelines, which can be found at www.cosentino.com.

DEKTON®
What the Warranty does not cover:

Cracking and chipping due to the impact of heavy objects and the movement, displacement or positioning of the supporting structure under the surface of the worktop or flooring (kitchen units, floors, foundations, etc.) are not covered under this Warranty.

Products that have been treated or covered with unapproved chemicals or coatings.

Products exposed to abnormal use or conditions, or misuse (chipping, cracking, impact damage or breakage due to customer misuse).

DEKTON® Surfaces are designed to have a natural, non-uniform appearance; as a result, this Limited Warranty does not cover variations in color, shade, particle structure or gloss level.

This Warranty does not cover wear marks on DEKTON® products, including, but not limited to, metal marks, fingerprints or smudges and other similar wear indicators caused by the use of utensils.

Some DEKTON® colors may only be suitable for use in a specific application. Cosentino will provide information to the customer on the patterns of the different colors for use in a specific application and should not rely on any other oral or written statements to the contrary. By purchasing these colors in particular, the customer agrees to indemnify and exempt COSENTINO® from all rights and claims under the Warranty if such colors are used or applied contrary to COSENTINO®'s recommendations.

PARTS & PROTECTIVE FURNITURE COVERS

1-YEAR LIMITED WARRANTY
CC Patio warrants all replacement parts & protective furniture covers for a period of one (1) year.

EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not apply to floor samples or liquidated items.
The warranty will be voided by the following actions and/or omissions:

- Physical damage due to transport or installation
- Contact with salt water, magnesium chloride, ice melt
- Contact with chlorine, fertilizer pesticides, or industrial chemical agents
- Contact with sprinkler systems, tree sap, entangled vegetation
- Alteration of coating by owner or agents of owner
- Physical damage due to acts of God
- Transportation
- Improper Storage
- Improper or negligent use, handling, assembly, or care of Covered Product, including, without limitation, the use of improper cleaning products, sun-tan oils or other chemicals
- Failure to follow the Covered Product instructions or to perform any preventive maintenance
- Modifications (excluding Fire Pit conversion to NG or LPG using an Outer Conversion Kit)
- Fire Pit conversion to NG or LPG using an aftermarket Conversion Kit
- Unauthorized repair
- Normal wear and tear, corrosion, rust or stains, scratches, or dents, including the rusting or tarnishing of metal materials resulting from abrasive scratches
- Excessive weight placed on the Covered Product, including damage to the frame or legs of Covered Products
- Mold or mildew
- Accident, abuse, neglect, theft, vandalism, pets, rodents, fire, flood, wind, hail, lightning, freezing temperatures, extreme temperatures, natural disasters or acts of God of any kind, or other external causes beyond CC Patio's reasonable control.

What is NOT Covered under this Limited Warranty?

This Limited Warranty does not cover any damage due to:

Structural failure or damages due to incorrect assembly, lack of regular maintenance, improper use, roughness, abuse or neglect are not covered. Structural failure or damages due to the use of furniture with other products not produced by CC Patio are not covered.

Normal wear or stretching of fabrics due to weathering or use, fading, minor discoloration, minor color variances in the wood grain or fabric color variance between replacement parts or pieces are not covered.

Checking (minor cracks) may occur when wood products are exposed to the outside elements. Checking is considered natural and is not covered under this warranty unless it contributes to structural failure.

CCPatio does not warrant against normal scratches from moving or items damaged by nicks, cuts, scratches, or any other normal everyday wear and tear on the item as it is being used.

Damage or failure caused by freight or acts of nature (e.g. freezing temperatures, ice, hurricane, tornado, high winds, etc.) are not covered.

Damages to wood products caused by environmental conditions (e.g. extreme dry climates), mold, or mildew are not covered, and damages to wood products caused by sources of heat (e.g. sunlight magnification through the reflection of windows, stemware, or from other sources, such as grill, fire pit, cigarette, etc.) are not covered.

Damages to powder-coated steel products caused by environmental conditions (e.g. excessive humidity due to sprinklers) or rust are not covered. Powder coated steel frames cannot be placed directly under a misting system or sprinklers as consistent moisture and oxygen exposure will eventually cause metal corrosion.

CCPatio is not liable for personal injury related to improper use or neglect of the furniture. Damages caused by suntan oil or other chemicals not endorsed by CCPatio are not covered.

The application of paint, stain, polyurethane, or other chemical treatments not endorsed by CCPatio, or any modifications made by the end user will void the warranty.

CCPatio cushions are not warranted.

Sunbrella® warrants all fabric used in CCPatio cushions. For more information please see Sunbrella® warranty.

Never machine wash cushions or covers as this will result in shrinkage or damage. After cleaning cushions, tip on end and allow to drip dry.

Never use a commercial or home dryer to tumble dry fabric goods.

Do not use bleach or solvents to clean any product! This will void the warranty.

RECOMMENDATIONS & CARE INSTRUCTIONS

CCPatio recommends storing furniture indoors in an upright position during cold weather or hazardous weather conditions to avoid potential damage caused by natural causes, which are not covered under the warranty.

Proper storage, care, and routine maintenance will help prevent structural failure and extend the life of the product, ensuring years of memorable outdoor living. See more information regarding proper care and maintenance below.

CC Patio expects the specifier to have the knowledge to determine whether a specific product is appropriate for a particular commercial use or application.

FABRIC - Sunbrella®

Brush off dirt & dust (or use a blower regularly) before it becomes embedded and clean liquid spills as soon as they occur by blotting (don't rub) with a clean, dry cloth. For oil-based spills, apply an absorbent such as corn starch, then remove with a straight edge. Wash gently with a mild, non-abrasive cleanser. Use a soft bristle brush to clean. Rinse well and air dry.

Use 303® Fabric Guard™ for extra protection & FireGuard as Flame Retardant Protection.
For more information refer to Sunbrella Outdoor Upholstery Care & Cleaning. For other stains, products such as Dawn, Resolve® or 303® Spot Cleaner are applicable. For specific information on stain cleaning see Sunbrella Stain Chart.

FABRIC - ULTRALEATHER

For a period of five (5) years from the date of customer delivery, Ultraleather fabric shall be free from any defects in materials or workmanship. This warranty is non-transferable and is limited to the original purchaser. This warranty does not cover claims for conditions or damage caused by shipping, abuse, accidents, alterations, misuse, neglect, reverse crocking/dye transfer, normal wear and tear, or other physical damage, or from failure to exercise due care in the measurement, installation, cleaning, or maintenance of the fabric. This warranty also does not cover claims for scuffs, scratches, scrapes, tears and abrasive or excessive wear and will not cover claims for damage due to repair, alteration, or modification of the product by anyone other than CC Patio Furniture, unless such repair, alteration or modification is authorized by CC Patio Furniture in writing.

If a sample was provided to the purchaser prior to the sale, the ordered fabric shall conform to such sample in respect to color, texture, and pattern, except for slight variations that typically occur in the materials' production and that are commercially acceptable and in accordance with usage of trade.

To obtain performance of any obligation under this warranty, purchaser must immediately contact CC Patio Furniture upon the discovery of a warranty claim. Purchaser must comply with all instructions of CC Patio Furniture in processing its warranty claim, including, but not limited to, providing all documentation and material requested within thirty (30) days. Purchaser's failure to comply with any request made by CC Patio Furniture within this period shall be deemed an abandonment of its warranty claim and bar purchaser from making any future warranty claims with respect to the subject fabric. Replacement material provided by CC Patio Furniture in accordance with this warranty shall be warranted only for the remainder of the original product warranty period.

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS

PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF DEALING ARE DISCLAIMED. Some States do not allow limitations on implied warranties, so the above limitation may not apply to you, but nevertheless any claim for breach of an implied warranty in those States which do not permit their disclaimer shall be governed by the terms contained Below.

It is understood and agreed that the sole remedy under this warranty is to provide replacement fabric without charge. Defective fabric will only be replaced after CC Patio Furniture has inspected the fabric in question and determined that a warrantable defect exists. CC Patio Furniture shall not be responsible for any other costs associated with the replacement of the defective fabric, including, without limitation, the costs associated with measuring or with the labor to have the defective material removed/replaced. IN NO EVENT SHALL CC PATIO FURNITURE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, INABILITY TO USE THE PRODUCT OR OTHER ASSOCIATED PRODUCTS / EQUIPMENT, THE COST OF SUBSTITUTE EQUIPMENT, AND CLAIMS BY THIRD PARTIES) RESULTING FROM THE USE OF ULTRALEATHER FABRIC.

POWDER COATED FRAMES

Regular cleaning is recommended to keep furniture looking new. Wash gently with a mild non-abrasive cleanser, rinse well and let dry.

When cleaning avoid using harsh detergents that could damage the surface. Be sure to wipe up spills before they dry, this will make clean-up easier. For dried spills, place damp cloth over dried spill and let soften. Then gently wipe with a clean, soft cloth. If necessary use a mild detergent diluted with water. Gentle pressure is critical to avoid scratching the finish. Carefully remove any loose surface deposits with a wet sponge or use a soft brush (non abrasive) and a dilute solution of a mild detergent, eg, pH-neutral liquid hand dishwashing detergent in warm water (DO NOT use solvents) to remove dust and other deposits.

HARD SURFACE - DEKTON®

CC Patio recommends cleaning Dekton® on a regular basis by using a non-abrasive sponge, soap and warm water. Majority of pH balanced general-purpose cleaners can also be used. For general cleaning, the best option is to use a neutral soap and water with a sponge or scouring pad.

In the case of aggressive stains, either from products that are resistant to normal cleaning agents or because they have remained on the work surface without being removed, we recommend using more specific products such as: cream detergents with abrasive particles or solvents (acetone or universal solvent type). See Cleaning & Maintenance and Dekton® Residential warranty.

Although Dekton® is an extremely resistant surface, knocks should be avoided in areas which are more exposed (corners, edges, bevels etc.). Please be extra careful in moving Dekton products, use professional moving service.

WOOD - IRONWOOD ACCENT PIECES

Simply use an oil-based product made specifically for natural hardwood. Popular choices include linseed oil, walnut oil, coconut oil, and teak oil. Any cooking oil will work too, repeat application with multiple layers. For best results in Arizona's dry climate, apply oil minimum once per month.

Disclaimers; Implied Warranties.

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. OUTER DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, OUTER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT OUTER'S OPTION, THE REFUND AND REPLACEMENT REMEDIES DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Limitation of Liability.

**EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CC PATIO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF OUTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY NOR, UNDER ANY CIRCUMSTANCES, SHALL OUTER'S LIABILITY UNDER THIS LIMITED WARRANTY EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. **

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.