

NorthCape International Product Warranty "C"

All Weather Wicker With An Aluminum Frame –consumer grade - Limited Warranty

Resin wicker furniture manufactured with a consumer grade aluminum frame (the "Product") sold by NorthCape International, NCI, Cape May Wicker, Chicago Wicker (collectively, "NorthCape International") is subject to the following limited warranties:

Frames

Frames are warranted to be free from defects in materials and workmanship for a period of four (4) years. Damage to frames or welds due to improper assembly or exposure to water and sub-freezing temperatures is not covered under this limited warranty. (Therefore, you should not allow water to accumulate inside frames).

Finish

The finish is warranted against peeling, cracking, or blistering for a period of three (3) years provided the Product has not been scratched or abraded. Scratches and chips resulting from normal wear and tear on the finish are not covered under this limited warranty. Fading or discoloration of the finish as a result of exposure to sunlight or other natural elements, oils, spills, fluids or chemicals is not covered under this limited warranty.

Cushions (if applicable)

Cushions are warranted for a period of one (1) year against separation at the seams only. Fading or discoloration of the cushions resulting from exposure to sunlight or other natural elements, oils, spills, fluids or chemicals is not covered under this limited warranty.

Strap Suspension Seating (if applicable)

Strap Suspension Seating is warranted for a period of three (3) years against separation, tearing or a loss of elasticity; provided, however, that only the suspension seat itself will be replaced under the terms of this limited warranty, not the entire frame. Fading or discoloration of the strap suspension seating resulting from exposure to sunlight or other natural elements, oils, spills, fluids or chemicals is not covered under this limited warranty.

Resin Wicker

Straps and/or wicker weave are warranted for a period of three (3) years against separation, cracking or tearing. Fading or discoloration of the straps and/or wicker weave resulting from exposure to sunlight or other natural elements, oils, spills, fluids or chemicals is not covered under this limited warranty. In addition, resin wicker that is cut or sliced by the customer during or after un-packaging is not covered under this limited warranty.

Umbrella (if applicable)

Umbrellas frames are warranted for a period of one (1) year against manufacturers' defects only. Umbrella bases (if available) are not covered under this limited warranty. Damage to the umbrella frames from sunlight, wind or other natural elements is not covered under this limited warranty.

Transit

NorthCape International will be responsible for the shipping and handling charges within the North American continent for the first year for all valid warranty claims. After the first year, shipping and handling charges are the responsibility of the claimant. We do not ship outside of the North American continent.

Warranty Exclusions

The following are not covered under the limited warranties set forth above: Products used for commercial, contract or any other non-residential purposes; Products which are clearance items, display models otherwise purchased on an "as is" basis; damage to the Product incurred during shipping; Products damaged by acts of nature, vandalism, fire, abuse, lack of proper care and maintenance, or improper assembly; fading or discoloration of the Product or any of its components resulting from exposure to sunlight or other natural elements, oils, spills, fluids or chemicals; table top against breakage; hardware against corrosion or rusting; buckling or splitting of tubing resulting from exposure to water and freezing temperatures; purchased or replacement parts; plastics. Also excluded: loss of use or time, inconvenience, money, travel, packaging or any other consequential or incidental damages. In no event shall NorthCape International's responsibility under this limited warranty exceed the value of the replacement Product.

The limited warranties set forth herein are only made in favor of the original purchaser of the Product and only if the Product is purchased from one of our authorized retailers. The limited warranties with respect to the Product set forth herein are not transferable. All warranty claims must be submitted with a dated register receipt within the warranty period, directly to the authorized retailer where the merchandise was purchased. NorthCape International does not administrate warranty claims directly with the original purchaser. For quality control purposes and verification, NorthCape International reserves the right to request photographs of the damage item(s).

If a product manufactured by NorthCape International fails under the terms of our limited warranty set forth above, NorthCape International will replace the item at no charge. Where the exact product is no longer available, NorthCape International reserves the right to substitute a similar item.

NORTHCAPE INTERNATIONAL MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS OTHERWISE SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL NORTHCAPE INTERNATIONAL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCT.

The terms of this limited warranty are subject to change without notice.