

## TENJAM LIMITED WARRANTY Session Series – All Weather Products Published November 2019

Session Series One-Piece Hard Plastic Seating = 10 Year Limited Warranty Session Series Outdoor Tables (Metal & Compact Laminate) = 3 Year Limited Warranty Session Series Plastic Seating With Metal Frames = 3 Year Limited Warranty Waterproof Cushions = 1 Year Limited Warranty

Tenjam warranty is limited to defects in materials or workmanship. In the event of a warranty claim, Tenjam will determine acceptance, approval, and the appropriate remedy for repair, replacement, or prorated refund is the exclusive remedy available from Tenjam, and Tenjam is not responsible for damages of any kind in contract or in tort, including incidental and consequential damages resulting from any breach of warranty. In the event of a prorated refund only the purchase cost, excluding shipping, will be used when determining the refund amount. The Tenjam sell price of a Session Series product would be divided by the number of days in the warranty period. The unused portion of the product sell price within the remaining warranty period would be refunded. In no event shall Tenjam be liable for damages, including injury, or damages resulting from improper use or maintenance of the product. Except for the express warranties described herein, Tenjam 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. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

The Tenjam warranty shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Tenjam's repair, replacement, or prorated refund. Repairs and replacements will not extend the original product warranty term. Tenjam will pay freight costs for any approved warranty only within the first year and only within the contiguous U.S.A.

Actions that void this warranty and conditions not covered by this warranty include, but are not limited to, the following: Color fading; Damage including, but not limited to, punctures, cuts, markings, stains, scratches, nicks, and damaged caused by sharp and foreign objects; Standing or jumping on the product; Using products as a floatation device; Abnormal use, neglect, abuse, accident, vandalism, use of the products other than for the intended purpose of casual furniture, and acts of nature and God; Alterations to the products original shape, size, or color; Cleaning with non-approved cleaners or disinfectants; Exposure to temperatures greater than 140 degrees Fahrenheit or less than -15 degrees Fahrenheit; Exposure to any load exceeding 750 lbs for all Session products with the exceptions of Drift 300 lbs, Dash Bench & Swerve Bench 1000 lbs., Waterproof Cushions 250 lbs, Twisted Hex 250 lbs, Elevate Tiered Seating 1000 lbs, Plastic Chairs with Metal Frames 250 lbs, and outdoor tables 250 lbs. Visible wear and dulling of the finish due to high traffic use is expected and not defective.

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 questions or needs pertaining to our warranty, please call us at: 1-855-4-TENJAM or email us at <a href="mailto:CustomerCare@tenjam.com">CustomerCare@tenjam.com</a>