## Warranty

This Warranty Policy outlines the terms and conditions that govern any warranty claims you may have for products purchased from TANGENT®. If there is a conflict between this Warranty Policy and our Terms of Service, this Warranty Policy will govern unless expressly stated in the Terms of Service.

At TANGENT®, we believe in the quality of our products and want to make sure that you can enjoy your furniture for years to come.

TANGENT® offers a limited, non-transferable warranty to the original purchaser of our products for personal residential use as described in this Warranty Policy. Under normal use TANGENT® furniture will be free from material defects during the warranty periods specified below.

#### **Aluminum Frames**

This warranty covers the structural integrity of the aluminum frame for five (5) years of personal residential use, including that welds and joints will not break or crack, measured from the date of delivery.

### Fabrics, Cushions and Pillows

Fabrics used in our pillows and cushions are covered in this warranty. Fabrics are protected against becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including normal sunlight, mildew and atmospheric chemicals for three (3) years of personal residential use, measured from the date of delivery.

#### Hardware

Hardware used in the production and assembly of TANGENT® furniture is warranted to not break for three (3) years of personal residential use, measured from the date of delivery.

### **HDPE Plastic Lumber**

Warranty covers our premium HDPE (high-density polyethylene) plastic lumber for twenty (20) years of personal residential use, measured from the date of delivery. Our HDPE will be free from material defects during this 20-year warranty period.

# Marine Grade Polymer - MGP

Warranty covers our premium MGP (marine-grade polymer) plastic lumber for twenty (20) years of personal residential use, measured from the date of delivery. Our MGP will be free from material defects during this 20-year warranty period.

# **Exclusions:**

TANGENT® limited residential warranty does not cover the following items and conditions. TANGENT® shall not be liable for failure, defect or damage resulting from any of the following:

- Commercial, contract, rental, leasing, institutional or other non-residential use.
- Normal wear and tear, including its effects on pillows and cushions.
- Any variation of color, including but not limited to fading, yellowing, and discoloration of HDPE plastic lumber.
- Rust or corrosion of stainless steel, aluminum or other hardware.
- Damage due to unauthorized repairs, alterations or improper assembly.
- Damage to product due to misuse, abuse, destruction by human or animal, vandalism, corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors), or acts of nature (such as fire, flooding, hurricane, earthquake, tornado, lightning, etc.).
- Post-delivery labor, transportation or assembly costs.
- Application of paint, varnish or other coating or chemical not approved by TANGENT®, or the application of heat or radiation from an external source, such as a barbeque grill, firepit or other heat source.
- Assembly of hardware, accessory items or defects caused by their assembly.

We will repair or replace any product determined by our Customer Care Team to contain manufacturing defects. No cash refunds will be made. We reserve the right to discontinue or change any product line, color or woodgrain without notification to the purchaser. If the original product is not available, we reserve the right to choose a replacement of equal value or quality.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE UNDERTAKE NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT PERMITTED BY LAW, OUR LIMITED PRODUCT WARRANTY AND THE REMEDIES SET FOR HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDY AND ARE OFFERED BY US IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WE ASSUME NO RESPONSIBILITY THAT THE PRODUCTS

WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS, EXCEPT AS OTHERWISE PROVIDED HEREIN. ALL CLAIMS, CAUSES OF ACTION OR DEMANDS SHALL BE MADE WITHIN ONE (1) YEAR AFTER THE DEFECT IS DISCOVERED OR THE CLAIM OCCURRED.

TANGENT® IS NOT RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, PROFITS, TIME, USAGE OR REVENUE AND OUR RESPONSIBILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE VALUE OF THE REPLACEMENT PRODUCT. This warranty is applicable and enforceable only in the United States of America. SOME STATES DO NOT ALLOW LIMITATIONS OF THE DURATION OF IMPLIED WARRANTIES OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

ALL CLAIMS OR CAUSES OF ACTION WITH RESPECT TO PRODUCTS PURCHASED FROM TANGENT® OR ANY ALLEGATION THAT WE HAVE NOT PERFORMED OUR OBLIGATIONS UNDER THIS WARRANTY POLICY SHALL EXCLUSIVELY BE RESOLVED IN A COURT OF COMPETENT JURISDICTION LOCATED IN CHICAGO, ILLINOIS.

To make a warranty claim, please fill out the form below. When submitting a claim, please supply the following information:

- Dated proof of purchase
- Purchaser name and contact information
- Photographs of the product showing defect or damage
- A description of the problem