

WARRANTY & SERVICE

Limited Warranty

Frames and Powder Coat: If your Telescope powder coat aluminum frame or marine grade polymer frame fails structurally during normal usage within the applicable warranty period (as defined below), we will repair or replace the frame without charge, parts and labor included. (In the case of discontinued models or finishes, we will replace the item with the closest comparable current model.) If Telescope agrees to have an authorized dealer make the repairs, a maximum labor charge must be agreed upon by both Telescope and the dealer before work can commence. Products covered by our frame warranty are identified in our catalog as either **15/5**, **15/3**, **15/1** or no identification at all. **15/5** indicates a frame warranty period of 15 years in residential use/5 years in contract use. **15/3** indicates a frame warranty period of 15 years in residential use/3 years in contract use. **15/1** indicates a frame warranty period of 15 years in residential use/1 year in contract use. No indication indicates a frame warranty period of 1 year in residential use and that there is no frame warranty in contract use. All warranty periods commence on the date of purchase by the consumer or contract customer. Contract use includes any rental, business, commercial, institutional, or other non-residential use.

The powder coat finish on our powder coat aluminum frame furniture is warranted against peeling, cracking or blistering for a period of 3 years from the date of purchase. Failure of the powder coat finish due to abrasion, including abrasion caused by stacking the furniture against other furniture or scraping against other surfaces, is not covered by this warranty. Exposure to salt water or salt air may cause powder coat finishes that have been damaged by abrasion to blister due to oxidation of the metal; such blistering and oxidation are not covered by this warranty. Fading, staining and scratching of the marine grade polymer surface as well as rusting of any steel or stainless steel components is not covered under warranty.

The following products are not covered by our frame and powder coat warranties: table tops, umbrellas, umbrella bases, wood furniture, cushions, slings, straps, wicker fibers, and folding aluminum furniture.

Non-Glass Table Tops: Non-glass table tops are warranted to be free from manufacturing defects for 3 years from date of purchase, except Werzalit table tops which are warranted for 1 year from date of purchase. Fading or staining of the table surface is not included under warranty. Tables must not be stored upside down.

Umbrellas and Umbrella Bases: Umbrella frames and umbrella bases are warranted to be free of manufacturing defects for either 1 year or 3 years from the date of purchase, as identified in our catalog and price lists by the following indicators: **3/3** indicates 3 years in residential use/3 years in contract use; **1/1** indicates 1 year in residential use/1 year in contract use. Cast iron and steel bases and cast iron weights on pedestal bases, if not properly maintained, will rust if the finish is scratched through to the metal. Rust is not covered under warranty. Umbrella covers/fabric are warranted to be free from manufacturing defects for 1 year from the date of purchase.

Wood Furniture, Cushions, Slings, and Folding Aluminum Furniture: Wood furniture, cushions, slings, and folding aluminum furniture are warranted to be free of manufacturing defects for 1 year from the date of purchase.

Vinyl Straps: Vinyl straps are warranted against breakage and gross discoloration for a period of 3 years from the date of purchase. In the case of breakage or gross discoloration (our judgment), replacement straps will be provided but labor is not included.

Wicker Fibers: Wicker fibers featured in our Wicker Collections are warranted by the fiber manufacturers for 3 years from the date of purchase. Please refer to our Price Index or contact our Customer Service Department for a copy of this wicker fiber warranty.

Fire Table Burner Warranty: The burner and control panel are warranted by the manufacturer to be free from defects in material and workmanship for a period of one year from its date of purchase. Please refer to the full warranty in the user manual included in the burner unit packaging.

Other Warranty Limitations and Exclusions: The natural weathering of wood finishes, breakage of glass, fading, staining and mildewing of fabrics, slings and strapping, the compression of cushion fillings, the stretching of slings, and the rusting of umbrella bases or pedestal bases are not covered under our warranties.

Freeze or ice damage is not covered by our warranties. Furniture stored outside or in other cold storage should be drained of any water. If allowed to freeze inside the furniture, water can damage the tubing.

These warranties do not cover the failure of furniture caused by acts of God, accident, neglect, improper shipping or handling, or by unreasonable or abusive use, and these warranties are void if our care and maintenance instructions were not properly followed. Furniture used in a contract (commercial) setting is not warranted unless it is specifically designated for contract or commercial use in our catalog.

All warranties are to the original purchaser from authorized dealers only. Warranties are not transferable. Warranties are for repair, replacement or substitution only, in our sole discretion. **Warranty service of any kind does not extend the warranty period**

THESE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TELESCOPE CASUAL FURNITURE, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAD REASON TO KNOW IN ADVANCE THAT SUCH DAMAGES WERE POSSIBLE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THE WARRANTY EXCLUSIONS DO NOT APPLY TO YOU, THEN, WHERE LEGALLY PERMISSIBLE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD AND NO WARRANTIES APPLY AFTER THAT PERIOD.

How to Obtain Warranty Service: If you are a consumer, first go to an authorized Telescope dealer. If the dealer cannot resolve the issue, they must contact our Customer Service Department in writing at Telescope Casual Furniture, Inc., 82 Church Street, Granville, NY 12832 or email to warranty@TelescopeCasual.com, stating the problem, providing pictures and providing proof of purchase. A Return Merchandise Authorization Request Form will be sent to the dealer requesting details and giving instructions for returning items if necessary. If the Request is approved, the dealer will receive a Return Merchandise Authorization Number. No returns will be accepted without prior written authorization from our Customer Service Department. After authorization is received the furniture must be returned to us in proper packaging, freight prepaid. Telescope will cover the cost of shipping repaired or replacement items only to addresses within the contiguous 48 United States.

Important Pricing and Return Policies

Telescope attempts to ship in-season orders in three weeks or less. To accomplish

this goal, Telescope uses "standard carriers" for each region of the country. If a retailer requests a "non-standard carrier" we may not meet our three week shipment goal.

To return merchandise to factory, you must write our Customer Service Department for a Return Merchandise Approval Number. No returned merchandise will be accepted without an RMA number clearly written on each carton.

Restocking Charge: Merchandise returned (freight pre-paid) to our factory due to incorrect ordering by the customer will result in a 15% Restocking Charge. Custom Strap order returns will result in a 30% Restocking Charge.

Office staff handles calls during normal working days. Automatic answering service is on duty 7 nights a week, all day Saturday, Sunday, and holidays. Your message will be answered promptly the next working day.

UPS-able Signifies that the furniture meets the **United Parcel Service** requirements.

RTA Signifies **Ready-to-Assemble**. Tools may be required.

■ All orders, prices and delivery dates are subject to approval and confirmation at Granville, New York 12832 by an executive officer of the company. The company shall not be liable for delay in delivery caused by strikes, fires or other causes beyond its control.

■ All orders received on our FAX by 1pm Eastern Time will be entered into our computer system before the close of the business day.

■ We do not mail acknowledgments on UPS orders.

■ Common carrier shipments are acknowledged by fax the following day.

■ All items are shipped in standard factory cartons as specified (*one color or pattern per carton*). Folding furniture is available as a **standard pack only**. All other special packs of powder coat products are an additional \$15 Price Index per item, except Lake Shore and La Vie wicker items which require an additional \$30 Price Index per item.

■ We have a policy of continuous product development and reserve the right to make changes in prices or improvements in the construction of our product without prior notice.

■ **All special orders are not cancelable once the order has been acknowledged.**

■ **Truckload drop ship policy:** Due to the higher cost to accommodate drop shipped orders, we charge a fee of 15% on drop ship orders. This fee will be waived on all UPS-able orders as well as any orders shipping directly from our factory to your retail store or warehouse.

Patent Protection

Telescope products are protected

by the following U.S. patents: 5,711,333 / 5,871,024 / 5,927,812 / D-469,591 / D-469,972 / 6,523,904 / 6,830,293 / 6,913,317 / D-491,379 / D-491,738 / D-492,522 / D-496,801 / D-503,863 / D-520,258 / D-521,266 / D-524,567 / 7,204,509 / D-545,585 / D-549,481 / D-550,950 / 7,363,930 / D-596,892 / 8,230,869 / 8,302,616 / D-704,463 / D-559,000 / D-711,661 / D-714,564 / D-716,069 / D-734,047 / D-749,335

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Note: Touch up paint is available to match our frame finishes for \$6 NET per spray can or bottle. Touch up paint may not be shipped by air.

One-step process(1 can required): White, Snow, Black, Silver, Graphite

Multi-step process(2 cans required): Aged Bronze, Kona, Desert, Beachwood