



Three Birds Limited Warranty

Three Birds LLC warrants the original commercial purchaser that its products shall be free from defects in materials and workmanship for: a period of five (5) years for Teak frames, three (3) years for Riviera products, one (1) year for umbrella bases (corrosion not covered), and three (3) years for Ciera products from the date of original purchase by the commercial customer. If the product fails due to defects in material or workmanship during this warranty period, Three Birds LLC will repair or replace, at its option, the product part that is in question free of charge. The word “defects”, as used in this warranty, is defined as imperfections, which impair the utility of the product.

The warranty is expressly limited to the replacement of furniture and/or furniture components, or the furniture is defective. Three Birds LLC will either provide replacement furniture/parts or otherwise repair the furniture at no cost to the customer. In the event of piece replacement, no assembly labor is included. Should an item not be repaired to the customer’s satisfaction, a replacement part or piece will be furnished at Three Bird’s expense. In the event that a customer alleges a defect, Three Birds LLC requires that a photo of the defect be sent to determine the nature and extent of the defect. All photos shall be sent at the customer’s expense to our corporate headquarters at:

Three Birds LLC

Attention: Warranties

PO Box 465

Columbia City, IN 46725

The limited warranty, as set forth above constitutes the sole and exclusive remedy of the original commercial customer purchaser with respect to any defective Three Birds product and is in lieu of all other obligations and liabilities of Three Birds LLC. In no event shall Three Birds LLC be responsible for any cost of procurement of substitute goods, lost profits, or any incidental, consequential, and/or special damages of any kind resulting from a breach of any applicable express or implied warranty, breach of obligation arising from a breach of warranty, or otherwise with respect to the manufacture and sale of any Three Birds LLC products, whether or not Three Birds LLC has been advised of the possibility of such loss or damage.

This warranty applies under the conditions of normal use, but does not apply to defects that result from intentional damage, negligence, misuse, abuse, acts of nature, including but not limited to, wind damage, hurricanes, tornadoes, floods, fire, monsoons, typhoons, cyclones, or any other event that is based on natural causes, service or modification, or by



any other cause unrelated to defective materials or workmanship, or other conditions beyond Three Birds' control.

Except of the express Limited Warranty set forth above, Three Birds LLC makes no other warranties, whether expressed or implied. All implied warranties including those of merchantability and fitness for a particular purpose, are hereby limited to the duration of the express warranty as stated above.

The provisions of the foregoing Limited Warranty are valid in the United States only, and this Limited Warranty is void if the purchaser resides or does business, and/or if delivery is made outside the contiguous boundaries of the United States of America.

Three Birds Commercial Warranty

Three Birds LLC warrants the original commercial purchaser that its products shall be free from defects in materials and workmanship for: a period of three (3) years for Teak frames, three (3) years for Riviera products, one (1) year for umbrella bases, and three (3) years for Ciera products from the date of original purchase by the commercial customer. If the product fails due to defects in material or workmanship during this warranty period, Three Birds LLC will repair or replace, at its option, the product part that is in question free of charge. The word "defects", as used in this warranty, is defined as imperfections, which impair the utility of the product.

The warranty is expressly limited to the replacement of furniture and/or furniture components, or the furniture is defective. Three Birds LLC will either provide replacement furniture/parts or otherwise repair the furniture at no cost to the customer. In the event of piece replacement, no assembly labor is included. Should an item not be repaired to the customer's satisfaction, a replacement part or piece will be furnished at Three Bird's expense. In the event that a customer alleges a defect, Three Birds LLC requires that a photo of the defect be sent to determine the nature and extent of the defect. All photos shall be sent at the customer's expense to our corporate headquarters at:

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Birds LLC be responsible for any cost of procurement of substitute goods, lost profits, or any incidental, consequential, and/or special damages of any kind resulting from a breach of any applicable express or implied warranty, breach of obligation arising from a breach of warranty, or otherwise with respect to the manufacture and sale of any Three Birds LLC products, whether or not Three Birds LLC has been advised of the possibility of such loss or damage.

This warranty applies under the conditions of normal use, but does not apply to defects that result from intentional damage, negligence, misuse, abuse, acts of nature, including but not limited to, wind damage, hurricanes, tornadoes, floods, fire, monsoons, typhoons, cyclones, or any other event that is based on natural causes, service or modification, or by any other cause unrelated to defective materials or workmanship, or other conditions beyond Three Birds' control.

Except of the express Limited Warranty set forth above, Three Birds LLC makes no other warranties, whether expressed or implied. All implied warranties including those of merchantability and fitness for a particular purpose, are hereby limited to the duration of the express warranty as stated above.

The provisions of the foregoing Limited Warranty are valid in the United States only, and this Limited Warranty is void if the purchaser resides or does business, and/or if delivery is made outside the contiguous boundaries of the United States of America.