



Allen & Roth with STAINMASTER® Patio Cushion Fabric

Limited Warranty for Allen + Roth with STAINMASTER Patio Cushion Fabric as of December 12, 2022.

LIMITED WARRANTY DETAILS

Manufacturer provides limited warranty coverage to purchasers of its fabrics against fabric defects as described below.

Limited warranty coverage applies only to the fabric, and not to any furniture or other products to which the fabric has been applied (frames, springs, interior filling). This Limited Warranty covers warranted defects which first arise and are reported to Manufacturer within 5-years after the product is purchased.

Manufacturer warrants its fabric i) will be resistant to premature color fading and ii) will resist stains by household foods and beverages for 5-years from the original date of purchase. The manufacturer in its sole discretion will determine if warranty coverage applies. If a fading or staining covered by this warranty occurs, Manufacturer will provide replacement fabric (with the same or similar fabric).

HOW TO START A CLAIM

You must reasonably make an effort to promptly clean the area using the manufacturer recommended cleaning methods on the product seam tag. You are responsible for any expenses associated with this cleaning. If your fabric has premature fading or permanent staining and you believe it is covered by this limited warranty, you must file a claim by contacting the Lowe's Resource Team via email. When you email ASCS@Lowe.com, you will be asked to provide the following:

- An explanation of the issue and what caused it.
- A picture of any / all affected product
- A copy of your Lowe's purchase receipt that shows date, itemization, and sales tax included.
- You may be asked for additional pictures or attempts of cleaning of the affected area.
- Name, current address, and phone number.

Contact Information

For warranty service or special assistance for care and cleaning, contact the Lowe's Resource Team at ASCS@lowes.com.

GENERAL TERMS AND CONDITIONS

- All warranty coverage is to original purchaser, and purchaser must contact Lowe's Resource Team via email to initiate claim and provide original receipts documenting the purchase. This warranty is not transferable.
- Warranty coverage is conditioned upon proper use of the product. Specifically excluded from this warranty are the following:
 - Normal wear and tear, mildew damage, chemical spills, punctures or cuts, tears or rips, seam separation, or misuse of the fabrics.

- Stains caused by non-food and non-beverage substances, as well as substances which destroy or change the color of fabrics such as sunscreen, acne medications, drain cleaners, improper cleaning products, plant food, vomit, urine, and feces.
- Stains caused by improper use of cleaning products.
- Damage caused by pets such as lingering odors, color change caused by pet vomit or feces, or snags.
- This warranty applies to patio cushion fabric manufactured using the STAINMASTER® brand and do not apply to any other products.

Disclaimer of Implied Warranties

All implied warranties which may arise by implication of law or application of course of dealing or usage of trade— including, but not limited to, implied warranties of merchantability or fitness for a particular purpose— are expressly excluded. No warranties, express, implied, statutory, or otherwise, extend beyond those expressly set forth in this warranty brochure, and all such warranties are expressly disclaimed. By implied warranties we mean ones that the law presumes to have been given by the seller even though they are not set out in writing. To the extent such warranties cannot be disclaimed, the manufacturer limits the duration and remedies of such warranties to the duration of this express warranty. PLEASE NOTE: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

Limited Liability for STAINMASTER® Patio Cushion Fabric

The “repair or replace” remedy is the sole and exclusive remedy under this Limited Warranty. It is the customer’s responsibility to have any replacement fabric installed on the furniture or other products to which the fabric has been applied. The manufacturer reserves the right to correct any defect prior to the STAINMASTER® Patio cushion fabric being removed, replaced, or any settlement being offered. **The manufacturer SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY.** Some jurisdictions do not permit exclusion or limitation of incidental or consequential damages, so the exclusion or limitation may not apply to you. The limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Except for these rights, the remedies provided under these warranties state the entire limit of the manufacturer’s responsibilities.

Any dispute regarding the terms of this warranty governed by, and construed in accordance with, the laws of the State of North Carolina without regard to any choice or conflict of law rules of that or any other jurisdiction. Any suit, action or proceeding under, arising out of or relating to this warranty shall be resolved individually, without resort to any form of class action and may be filed, brought and held only in a state or federal court of competent jurisdiction located in the State of North Carolina. Each party irrevocably submits to the jurisdiction and venue of such state or federal courts over any such suit, action or proceeding under, arising out of or relating to this warranty, waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court, and waives the right to object with respect to any such suit, action or proceeding brought in any such court, that such court does not have jurisdiction over the party, as applicable. To the extent permitted by applicable law, the parties each waive their right to a jury trial for any matter arising from or relating to this warranty.