

Furniture & Outdoor/Spa Accessories Warranty Certificate

12 Year Residential/8 Year Commercial

Highwood USA LLC ("The Company") warrants to the original purchaser ("Purchaser") that *highwood*® furniture and outdoor/spa accessories products shall be free from defects in workmanship and materials, and shall not check, splinter, rot or suffer water damage or structural damage from termites or fungal decay. If a defect occurs within twelve (12) years residential/eight (8) years commercial from the original purchase under normal conditions of use, Purchaser shall notify Company in writing and, upon confirmation of the defect by an authorized Company representative, The Company's sole responsibility shall be, at its option, to either repair or replace the defective item or refund the portion of the purchase price paid by the Purchaser for such defective item (not including shipping or delivery). This warranty certificate is not transferrable.

Warranty Process

To make a claim under this limited warranty for the repair or replacement of the *highwood*® product, the Purchaser must send to The Company, within the warranty period specified above, a description of the claimed defect, a warranty certificate, proof of purchase (showing the date of purchase and including the product(s) set forward in the warranty claim) to Highwood USA LLC, 87 Tide Rd, Tamaqua, PA 18252. Further guidance on how to make a claim can be found on our website.

Warranty Limitations

The Warranty Certificate sets forth The Company's only warranty obligation with respect to the *highwood*® product and is in lieu of all other warranties oral or written, express or implied. The Company makes no warranty of merchantability or fitness for a particular purpose with respect to *highwood*® product and The Company shall not be liable for incidental, special, consequential or other similar damages arising out of any breach of this warranty.

The Company does not warrant against and is not responsible for any condition attributable to: (1) normal wear and tear and weathering of the *highwood*® product; (2) improper assembly of *highwood*® products and/or failure to abide by The Company's assembly guidelines; (3) use of *highwood*® products beyond its intended original use – including modifications of any type to the product; (4) movement, distortion, collapse of any supporting structure on which *highwood*® products are installed; (5) Any act of God (such as flooding, hurricane, earthquake, lightening, etc.), environmental condition (such as air pollution, solvent exposure, mold, mildew etc.), or staining from foreign substances (such as dirt, grease, oils, etc); or (6) improper handling, storage or abuse or neglect of *highwood*® product by Purchaser or third parties.

No person or entity is authorized by Highwood USA LLC to make and Highwood USA LLC shall not be bound by any statement or representation as the quality or performance of *highwood*® products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by both Highwood USA LLC and Purchaser.

EXCEPT AS SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO *highwood*® PRODUCTS. HIGHWOOD USA LLC EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE. UNDER NO CIRCUMSTANCES WILL HIGHWOOD USA LLC BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND HIGHWOOD USA LLC'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation of exclusion may not apply. This warranty provides specific legal rights, and other rights that vary from state to state may also apply.