

# akula

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designed for life

## Warranty Statement

All Akula products are specifically designed for outdoor usage. Outdoor areas are, by nature, subjected to climate and other natural forces that indoor furniture is not. Therefore it is essential with Outdoor Furniture that a regular cleaning and maintenance schedule is maintained, as excessive build up of dirt can in extreme cases, cause deterioration in some materials.

All Akula's Products are warranted to be free from defects in material and workmanship for a certain period from date of first purchase (period for each material category is detailed on attached matrix) when used in standard conditions.

Exclusions & Conditions to this warranty:

- Where it is clear that breakages and deterioration has occurred by misuse, or inadequate maintenance
- Where breakages or deterioration has occurred due to storms or excessive high winds, except where pieces have been customized to withstand such conditions.
- All claims by the customer would be subject to scrutiny and inspection by our own experts.
- Any potential misuse is not limited to the client alone, however, and due consideration will be taken where items have been placed in a public area, where they can potentially be subject to misuse by persons unknown.
- All claims for metal deterioration due to prolonged exposure to coastal conditions, would be excluded, where it is clear that inadequate routine maintenance has been performed on the metal components.
- Sling materials will elongate somewhat over time and so will not remain pristine. Sling materials also can be roughened and cut by harsh materials, rivets etc, on clothing. Any sling claims will be closely examined within these guidelines. We will then also decide whether repair or replacement is the correct remedy
- Colours of Products may vary within a reasonable scope between production batches due to unavoidable colour variations. Such colour variations do not mean a non-conformity of Products with the Contract.
- Any returns or claims must be filed with Akula enclosing photographic details in the first incidence. Authorisation will then, if appropriate, be given for the item(s) to be returned to Akula – unauthorized returns will not be accepted.
- Akula living cushions are UV resistant and we recommend that they should be cleaned regularly using the appropriate care product to prevent accumulated dirt becoming imbedded in the fabric.
- Akula quick dry foam is weather resistant - not water proof.

In any incidence of claims, where all these exclusions and conditions are met, Akula will propose either replacement or repair, as appropriate, detailed below

Limitation of remedies: Upon justified objections, which shall have been raised in accordance with stated Terms and Conditions, the Seller may at its own option within a reasonable time either repair or replace the products at no charge to Buyer or issue

a credit for any such product in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited to repair or replacement of products or for credit of products. This obligation shall be without prejudice to the Seller's right to provide the return of the objected products.

Limitation of liability: The Buyer shall not be entitled to any further rights or remedies. In particular, Seller shall not be responsible for any compensation (including but not limited to, any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense) based on breach of contract or default, whether or not they were foreseeable, unless the products shall lack a characteristic that Seller shall have expressly guaranteed or in cases of wilful misconduct or gross negligence on Seller's part.

Limitation on amount: Where applicable legislation implies in this contract any condition or warranty and that legislation avoids or prohibits provisions in a contract as the aforementioned (excluding or modifying the application of or the exercise of or liability) under such term, such term shall be deemed to be included in this contract. However, the liability of the Seller for any breach of such term shall under no circumstances exceed the sum of Buyer's payment for the products that are subject of the claim.

#### **Warranty Period In Years**

All Table-Top Surfaces - HPL, Glass, Faux Teak, Teak, Aluminium, Stainless Steel - 5 Years

All furniture frames – Powder Coated Aluminium, Stainless Steel, Teak – 5 Years

All Rehau Raucord Weave (Wicker) – 5 Years

All Rope/Strap – 5 Years

Serge Ferrari Batyline (Sling) – 5 Years

Cushions and Cushion Covers – 5 Year