



29712 U.S. HWY. 19N.
Clearwater, FL 33761
www.cushease.com

Limited Warranty
1-888-695-8743

Customer Name _____

Customer Address: _____ City _____ State _____ Zip _____

Phone (Home) _____ (Alternate) _____ (Alt) _____

e-mail address _____

Order Number _____ Date _____ REP, Internet Order, Retail Outlet, Other _____

Total Items In Order _____

**Cushease® L.L.C. LIABILITY IS EXPRESSLY LIMITED TO THIS WARRANTY.
THIS WARRANTY IS EXTENDED ONLY TO THE CUSTOMER NAMED ABOVE.**

1. ORDERING TERMS

All orders are custom. The Customer agrees to pay the total cost of the order including shipping if applicable. I, the Customer, have reviewed the order completely and have personally selected the items and the corresponding fabrics, payment for which I, the Customer, am responsible. Once the order has been placed, no changes to the order will be accepted. There will be no refunds and no cancellations. I, the Customer, acknowledge that I will pay ALL taxes and shipping charges when applicable for my item.

2. SHIPPING TERMS

I, the Customer, acknowledge that I will pay shipping charges when applicable for my item. Cushease®, L.L.C. products are shipped FOB Seller's Place, and the Customer assumes the risk of loss at the time the items are delivered to the third-party carrier for shipping. Cushease®, L.L.C. products will be shipped standard Ground Shipping or Standard Freight Shipping unless other arrangements have been made in writing. If other shipping arrangements are made, additional shipping charges may apply for which the Customer is responsible. Please allow four to six weeks for delivery on Marine Fabric orders.

3. CARE AND CLEANING

Customer is responsible for normal cleaning and care of the product. "Normal cleaning and care" for the purpose of this LIMITED WARRANTY means: Product must be dried completely when left in moist conditions for more than a 24 hour period. If the product is left outside, it must be turned over to completely dry any moisture that may have accumulated. If necessary, wash with mild soap. DO NOT USE DETERGENTS. Rinse thoroughly with lukewarm water (not more than 100° Fahrenheit) to remove soap. Allow to air dry completely as explained above. Mold and mildew do not grow on the fabric. Mold and mildew grow on dirt. To ensure no dirt accumulates on the fabric, which may result in the growth of mold and/or mildew on the fabric, the Customer should clean the product regularly according to the above directions and the fabric manufacturer's recommendations.

4. ITEMS COVERED

This LIMITED WARRANTY covers the fabric becoming unserviceable because of loss of color or strength from normal usage with "normal cleaning and care" (as explained in Paragraph 3) and normal exposure conditions, including sunlight, mildew and atmospheric chemicals.

5. ITEMS NOT COVERED

This LIMITED WARRANTY does not cover damage to Cushease®, L.L.C. products resulting from improper usage (as explained in Paragraph 6), damage to the product due to Customer's failure to care for the product accordance with the "normal cleaning and care" instructions (as explained in Paragraph 3). This LIMITED WARRANTY does not cover damage to Cushease®, L.L.C. pet line products caused by chewing or misuse by animals. Custom embroidered images are not covered under warranty.

6. IMPROPER USAGE AND WARNINGS

Cushease®, L.L.C. products are NOT TO BE USED as a flotation device. DO NOT use Cushease®, L.L.C. products near or around an open flame. Sunbrella® Fabrics are a Classification 1 normal flammability. Cushease®, L.L.C. EPS Foam Filler is flammable. DO NOT expose to open flames or other direct or indirect high temperature ignition sources, including but not limited to burning operations, welding, burning cigarettes, space heaters fireplaces or naked lights. When burning, EPS will consume oxygen, releasing great heat, smoke and potentially toxic gases such as Carbon Dioxide and Carbon Monoxide. DO NOT use, install or store EPS except in strict compliance with BOCA, ICBO or SBCCI codes, as well as any fire related laws and ordinances. Failure to comply with these codes and laws may increase the risk of fire and result in personal injury or property damage from smoke, flames or water.

7. COVERAGE PERIOD

The LIMITED WARRANTY period for Cushease®, L.L.C. products are ONE (1) YEAR for construction and ONE (1) YEAR for the fabric beginning on “the date of purchase.” “Date of purchase” for the purpose of this LIMITED WARRANTY is defined as the date on which Cushease®, L.L.C. places the ordered product(s) with the shipping carrier for delivery to the Customer. There is no coverage period for custom embroidered images.

8. LIMITED WARRANTY VALIDITY

This LIMITED WARRANTY is valid only if a copy of the invoice is submitted showing the original date of purchase.

9. RECEIVING WARRANTY SERVICES

If warranty service on the product is needed, the Customer shall call the Dealer or Retailer from whom the Customer purchased the product, and the Dealer or Retailer will inspect the claim. Alternatively, if the product was purchased directly from either a Cushease®, L.L.C. representative or the Cushease®, L.L.C. Company, the Customer shall contact the applicable party. I, the Customer, will be responsible for ALL shipping charges associated with warranty service.

10. WHAT WILL Cushease®, L.L.C. DO?

The claim will be inspected and reviewed. After review, Cushease®, L.L.C. will determine if the product meets the replacement requirements and conditions that are described herein. If Cushease®, L.L.C. determines that the product meets these replacement requirements and conditions, Cushease®, L.L.C. will then supply an exact replacement of the product purchased. In the event the fabric manufacturer discontinues the fabric, Cushease®, L.L.C. will match the piece as closely as possible with no extra charge to the Customer. Cushease®, L.L.C. will return the replacement product back to the Customer within a reasonable amount of time from the date of receipt and evaluation of the claim. I, the Customer, will be responsible for ALL shipping charges associated with warranty services.

11. LIMITATION ON LEGAL REMEDIES

Cushease®, L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO AND WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY WHICH IS NOT EFFECTIVELY DISCLAIMED HEREIN, SHALL BE LIMITED IN DURATION TO ONE (1) YEAR. Cushease®, L.L.C. IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR EXPENSES OF ANY KIND OR NATURE OR FOR BODILY INJURY CAUSED BY MISUSE OF THE PRODUCT ON THE PART OF THE CUSTOMER OR MISUSE BY ANYONE USING THE PRODUCT IN A WAY IN WHICH IT WAS NOT DESIGNED OR INTENDED TO BE USED. Cushease®, L.L.C. liability is limited to replacement of the original product if the replacement requirements are met. Cushease®, L.L.C. is NOT responsible for consequential or incidental damages or expenses of any kind or nature, regardless of the cause, even if Cushease®, L.L.C. has any knowledge regarding the probability of their occurrence. Without limiting the generality of this statement, Cushease®, L.L.C. will not be liable for injury to persons or property, loss of use of the product, impairment of or damage to other goods.

12. CONFLICT OF LAWS

This LIMITED WARRANTY and each Order shall be governed by and construed according to the laws of the State of Florida. Customer agrees to submit to the non-exclusive jurisdiction of the courts of Florida for any claims made under this LIMITED WARRANTY or any Order. Each of the parties hereto hereby irrevocably waives any and all rights such party may otherwise have to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions completed hereby.

13. MERGER CLAUSE

This LIMITED WARRANTY and the Customer's Order Form(s) constitute the entire agreement between the parties with respect to their subject matter and may not be modified except in writing signed by duly authorized officers of Cushease®, L.L.C. and the Customer.

I, THE CUSTOMER, HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO FLAMMABILITY AND WARNINGS, CARE INSTRUCTIONS, ITEMS COVERED AND NOT COVERED AND WARRANTY SERVICES STATED ABOVE.

Customer (Purchaser) Signature: _____

Print Name: _____ Date: _____

Cushease®, L.L.C. Representative or Retail Outlet Name: _____