



Malibu Bench Limited Warranty

1. OCC outdoors (hereinafter "Company" warrants to the original purchaser at retail of its 100% Recycled Products (hereinafter "Products") that:

A. For five (5) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that breaks for any reason other than obvious abuse or damage due to misapplication or improper installation.

B. For ten (10) years from the date of the original purchase at retail, Company will provide a replacement on any Product that is sagging for any reason other than damage due to misapplication or improper installation.

C. For fifty (50) years from the date of the original purchase at retail, Company will provide a replacement Product for any Product that becomes defective as a result of rot, termite infestation or corrosion.

D. A Product shall be deemed broken or defective when it lacks the capacity to perform the primary function for which it was manufactured.

2. TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must return the broken or defective Product to Company postage paid, with a copy of the invoice documenting the date of purchase. Any Product returned for replacement under this warranty must be clearly marked with a "warranty return authorization code", which the original purchaser at retail may obtain from Company. Company will ship a replacement Product to the original purchaser at retail, postage due, within ten (10) days of receiving the broken or defective Product. Company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.

3. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT ANY PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR AN IMPLIED WARRANTY THAT ANY GOODS SHALL BE MERCHANTABILITY. THE ORIGINAL PURCHASER AT RETAIL ACKNOWLEDGES THAT SAID PURCHASER IS NOT RELYING ON COMPANY'S SKILL AND JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR USE.

4. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF ANY PRODUCT.

5. COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS WARRANTY.