

DDM 1 - Year Commercial Warranty

Usage in a commercial setting: The DDM warranty covers its products for 1 year. Commercial use is defined as use in any public area including both the common area and individual units of properties such as hotels and apartment complexes. If your DDM products fails structurally during normal usage within 1 year, DDM will repair or replace the item (with same or similar product if discontinued) at no charge.

EXCLUSIONS

Failure caused by unreasonable or abusive use, fire, freight damage, acts of nature (such as, but not limited to, freezing or high winds), extreme climate conditions, suntan oil or other chemicals, normal fading, scratching, or chipping of the finish, fading, weathering or staining or discoloration of furniture, accidental damage repair or modifications by consumer, normal wear and tear are excluded from the warranty. All warranties listed are limited. There may be a pro-rated charge for the time the product was in use.

CAUTION!!! When using floor cleaning chemicals such as chlorine or muriatic acid, furniture MUST be removed from area. Floors MUST be thoroughly rinsed with clean water prior to replacing furniture. Residue from cleaning chemicals may deteriorate the product.

Freight damage. All sales are made FOB factory. Title to the merchandise passes to the freight carrier and to the purchaser at time of shipment.

The warranty does not apply to floor samples or "seconds."

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS, AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL TROPITONE BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING INJURY OR DAMAGES RESULTING FROM IMPROPER USE OR MAINTENANCE OF THE PRODUCT.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusions and limitations of incidental or consequential damages or limitations on implied warranties, so the described limitations may not apply to you.

However, proper care and maintenance is essential for preserving your rights under this warranty.

For additional information or service, please contact your local DDM representative or email us at: david@daviddimeco.com