

# LYNCH URBAN SEATING



## WARRANTY INFORMATION

Lynch Urban Seating is dedicated to the supply of high-quality park furnishings to public and private gardens, municipalities, and corporate plazas throughout the United States. We pride ourselves on the ability to apply the same care we have for a single bench as we do for the complex demands of a larger park department.

### WARRANTY FOR PARK FURNISHINGS

All park bench products manufactured by Kenneth Lynch & Sons, which follow our standard specifications, are warranted against defects in materials and workmanship for a period of 1 year from invoice. Kenneth Lynch & Sons further warrants the components as follow:

- 10 year warranty against breakage or structural failure of ductile iron bench and table supports which have been installed and maintained per our recommendations.
- 25 year warranty on the structural integrity of recycled plastic lumber slats including the ability to resist rotting, splitting or cracking. Loss of sheen or dulling of color is not covered by this warranty.
- 2 year warranty on concrete tables and bench ends against defects in workmanship resulting in cracks 1/8" wide or more and spalling with material separation. Normal wear includes the top layer of slurry weathering to expose the natural stone aggregate and some crazing and/or fine hairline cracks.
- 1 year warranty on structural integrity of Cumaru and White oak lumber. Splitting, checking and warping are natural occurrences of wood and are not covered by this warranty. White oak requires a finish to be maintained to minimize leeching of tannins and to control bacterial rot.

**Such warranty shall be honored by replacement or repair, at the option of Kenneth Lynch & Sons, of the defective product with the same product or similar product if the original product is no longer available, F.O.B. Oxford, Connecticut, only, provided that:**

- (a) Written notice describing the defect is given by the Buyer to Kenneth Lynch & Sons and Kenneth Lynch & Sons consents in writing to shipment of the product, freight prepaid, to its factory in Oxford, Connecticut, by the Buyer; or
- (b) Proof of defect satisfactory to Seller is provided to it by written description and photographs or other visual aids; and
- (c) Kenneth Lynch & Sons determines to its satisfaction that such a product is defective in workmanship or material.

*Warranties are limited as follows:*

- (d) The product must have been used in accordance with the use for which it was designed as well as all recommended installation procedures were followed.
- (e) Defective parts of any product shall be supplied by Kenneth Lynch & Sons. The cost of removal of such defective parts and the cost of its replacement shall be borne by the Buyer.
- (f) This warranty is the sole warranty of the Kenneth Lynch & Sons and NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR USE OR OF ANY OTHER KIND OF NATURE ARE MADE.

### PRODUCT SUITABILITY

Determination of the suitability of Kenneth Lynch & Sons product for the uses and applications contemplated by the Buyer are the sole responsibility of the Buyer. Buyer assumes all risk and liability for the use or application of Kenneth Lynch & Sons products, whether used singly or in combination with other products.

### CLAIM PERIOD

Claims related to non-conforming product shall be made by written notice within ten (10) days after delivery. All other claims shall be made within one (1) year of invoice. Buyer's failure to give Kenneth Lynch & Sons written notice of any claim within the applicable period shall constitute an absolute and unconditional waiver of such claim

### MAINTENANCE

Routine maintenance is suggested to be performed yearly by the end user; including inspection of loose fasteners, touch up of coating damage and re-application of paint to white oak slats. Commercial grade fasteners with anti-theft mechanisms when possible are utilized to maintain the integrity of the assembly and prevent vandalism. Concrete tables are treated with silicone based anti-graffiti coating, when necessary use the recommended cleaner to remove graffiti tags, recoat after cleaning. Powder coated surfaces should only be power washed or wiped down with mild soap solutions. Scratches, scuffs and chips of powder coat should be cleaned of debris and rust then primed and painted. Concrete tables should be recoated with water sealant every 3 years. As with all coatings on a natural wood product, painted wood slats will require maintenance. The amount of pedestrian use, exposure to weather and selected coating will dictate the maintenance schedule. The end user shall take the responsibility of re-applying paint products when required.