NEWTECHWOOD LIMITED WARRANTY

— OUTDOOR FURNITURE

THIS WARRANTY ("THE LIMITED WARRANTY") IS MADE AND GIVEN BY NEWTECHWOOD CORPORATION. NEWTECHWOOD CORPORATION CONDUCTS BUSINESS AND MANUFACTURES UNDER THE ASSUMED BUSINESS NAME OF NEWTECHWOOD. ALL REFERENCES IN THIS LIMITED WARRANTY TO NEWTECHWOOD ARE REFERENCES TO NEWTECHWOOD CORPORATION.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY NEWTECHWOOD TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY NEWTECHWOOD ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING, OR INSTALLING YOUR NEWTECHWOOD OUTDOOR FURNITURE THE LIMITED WARRANTY PROVIDED BY NEWTECHWOOD CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF NEWTECHWOOD OUTDOOR FURNITURE THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF NEWTECHWOOD AND HENCE NO IMPLIED TERMS SHALL BE APPLICABLE FOR THOSE NOT SHOWN HEREIN AND IT SHALL ALSO SUPERSEDE ALL KINDS OF REPRESENTATIONS, GUARANTEES AND UNDERTAKINGS IF ANY FROM NEWTECHWOOD. THE PURCHASE AND/OR USE OF ANY NEWTECHWOOD OUTDOOR FURNITURE CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH NEWTECHWOOD.

1. THE LIMITED WARRANTY

1.1 Original Purchaser: This Limited Warranty extends to the original purchaser of NewTechWood outdoor furniture ("Purchaser") who owns the real property where the furniture is installed. This warranty is not transferable.

1.2 WPC Table and Chair Products: NewTechWood warrants to the original purchaser that its WPC Table and Chair products will be free from material defects. Metal frames: no deformation, no cracking at weld joints, and no fading. Powder coat finish is warranted to not peel for five (5) years of residential use. WPC materials will not splinter, crack, chip, peel, rot, or suffer structural damage from insect infestation for a period of five (5) years from the date of original purchase, under normal use and service conditions.

1.3 Outdoor Chairs (Rope Chairs): NewTechWood warrants to the original purchaser that its Outdoor Chairs (Rope chairs) will be free from material defects, and the Rope Chair products will not splinter, crack, chip, peel, or rot, or the rope shall not break or crumble for a period of two (2) years from the date of original purchase, under normal use and service conditions. Back cushions and seat cushions are excluded from this warranty.

1.4 Adirondack Chairs, Side Table and Bar Chair: NewTechWood warrants to the original purchaser that its Adirondack Chairs, Side Table and Bar Chair will be free from material defects, and will not splinter, crack, chip, peel, rot, or suffer structural damage from insect infestation for a period of two (2) years from the date of original purchase, under normal use and service conditions.

1.5 Warranty Period: The Warranty Period begins on the date of original purchase.

1.6 Care and Maintenance: This Limited Warranty is contingent upon compliance with NewTechWood's Care and Maintenance Instructions, available at www.newtechwood.com. Before making a claim, you must attempt to clean the furniture according to these instructions. If the issue persists, contact NewTechWood Consumer and Technical Support at inquiry@newtechwood.com.

2. NEWTECHWOOD CLAIM PROCEDURE

2.1 To make a warranty claim, the Purchaser must submit the following to NewTechWood:

- A copy of this warranty document
- A copy of the original proof of purchase from an authorized NewTechWood dealer
- Photos or other evidence of the defect
- Proof of professional cleaning records (if applicable)

2.2 Claims must be received within the applicable Warranty Period, and no later than thirty (30) days after discovering the potential defect.

2.3 All warranty claims should be sent as follows:
NEWTECHWOOD CORPORATION
Claims Department
3138 Huidong Avenue, Huidong, Huizhou, Guangdong Province, China
Email: inquiry@newtechwood.com

2.4 The Purchaser is responsible for taking temporary measures to protect property and persons potentially affected by the defect, at their own expense. NewTechWood may request access to the property to inspect the products. No products may be returned without written authorization from NewTechWood. The Purchaser is responsible for all costs associated with the removal or disposal of defective products.

3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.1 NewTechWood's sole liability and the Purchaser's exclusive remedy for any claim relating to the NewTechWood Outdoor Furniture is limited to NewTechWood's replacement of the defective NewTechWood Outdoor Furniture. NewTechWood shall not be responsible for the costs associated with the installation of the replacement NewTechWood Outdoor Furniture or the disposal of the defective NewTechWood Outdoor Furniture.

3.2 NewTechWood's obligation is limited to providing replacement or repairing the damaged furniture with products as close in color, design, and quality to the original as reasonably possible, at NewTechWood’s discretion. NewTechWood does not guarantee an exact match of colors and designs, which may change over time.

3.3 Under no circumstances shall NewTechWood be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, or other damages based upon defects, issues, or failures of the NewTechWood Outdoor Furniture.

3.4 Warranty Exclusions

The Limited Warranty does not cover failures, defects, or damage resulting from the following circumstances, whether in whole or in part:

3.4.1 Human Factors

- Improper installation, assembly, handling, maintenance, storage, or neglect of NewTechWood Outdoor Furniture, including failure to abide by NewTechWood's written care, maintenance, or installation instructions.
- Failure to comply with applicable laws, building codes, or regulations (e.g., improper structural support, fastening, ventilation, or gapping).
- Intentional abuse, misuse, physical damage, vandalism, riot, or accidents (e.g., gouging, scraping, or puncturing the surface of the furniture).
- Use of NewTechWood Outdoor Furniture beyond normal residential use or in applications not recommended or permitted by NewTechWood's instructions or applicable laws.
- Application of paints, stains, surface treatments, or other chemical substances (including but not limited to cleaners, pesticides, or coating materials) to the furniture.
- Incompatibility with products, accessories, or hardware not manufactured by NewTechWood, or improper assembly of such accessories/hardware.
- Failure by the Purchaser to provide timely notice to NewTechWood of any defect or failure of the furniture.

3.4.2 Environmental and External Risks

- Acts of God, including but not limited to flooding, hurricanes, tornadoes, strong winds, earthquakes, lightning, hail, or other natural disasters beyond NewTechWood's control.
- Damage caused by external heat sources (e.g., temperatures exceeding 80 ° C), fire, burns, flooding, construction projects, or corrosive atmospheres.
- Climate change, environmental conditions (e.g., pollutants, foreign substances), or static electricity beyond NewTechWood's control.

3.4.3 Natural Properties and Normal Wear of Products

- Fading, color change, or color mismatch (colors may fade over time due to sun exposure).
- Discoloration, spotting, or staining caused by mold, mildew, fungal growth, organic materials, metallic oxides, or normal weathering.
- Rusting or corrosion of metal hardware, brackets, or components.
- Ordinary wear and tear resulting from regular use, or impact damage from external objects.

3.5 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any NewTechWood Outdoor Furniture for Purchaser's property and for the installation and use of any NewTechWood Outdoor Furniture. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the NewTechWood Outdoor Furniture meet the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that NewTechWood does not provide architectural or engineering services. NewTechWood makes no express or implied warranty or representation as to the suitability of the NewTechWood Outdoor Furniture for, or actual performance, capabilities or operation of the NewTechWood Outdoor Furniture at, Purchaser's property or under the conditions of Purchaser's use.

3.6 NewTechWood shall not be liable for any incidental and/or consequential damages. Under no circumstances shall NewTechWood be liable for any damages (of any nature or description whatsoever) which exceed the actual purchase price of the defective products as adjusted on the basis of the prorated warranty schedule provided herein.

4. BINDING ARBITRATION AND CLASS ACTION WAIVER

4.1 This section applies to any dispute between you and NewTechWood relating to your NewTechWood Outdoor Furniture that are not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless NewTechWood and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under the applicable laws and regulations.

4.2 In the event of an unresolved warranty claim, Purchaser must provide written Notice of Dispute to NewTechWood. Such written notice must (i) include a written statement of the facts, (ii) provide the name, address and contact information of the party giving it and (iii) the relief requested. You must send any Notice of Dispute by registered mail to NEWTECHWOOD CORPORATION, Claims Department, Wutang Section, 12 Tuo, Daling, Huidong, Huizhou, Guangdong, China, Zip Code: 516321 as well as through email address of inquiry@newtechwood.com. Purchaser and NewTechWood agree to attempt resolution of such dispute through informal negotiation within 60 days from the date this Notice of Dispute is received. Only after a lapse of 60 days, where the parties fail to resolve the dispute, Purchaser is then allowed to commence arbitration.

4.3 BINDING ARBITRATION. If you and NEWTECHWOOD can not resolve any dispute by informal negotiation, any effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participating in as a party or class member) for all disputes in court before a judge or jury. Instead, all disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

4.4 CLASS ACTION WAIVER. Subject to Section 4.3, Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor NewTechWood will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another purchaser without the prior written consent of all parties to all affected arbitrations or proceedings including NewTechWood.

4.5 Arbitration Procedure, Costs, Fees. Any disputes arising out of the Limited Warranty, or any other issues related thereto, shall be exclusively brought to Shenzhen Court of International Arbitration (the "SCIA", https://www.scia.com.cn/) in Shenzhen in accordance with the then-current Rules of the SCIA. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator as empire upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the SCIA. The place of arbitration shall be Shenzhen, China. The losing party shall bear the costs of the arbitration (including the arbitrators' fees and other associated costs and expenses (e.g. legal fees, expert fees, etc)) incurred for both parties. The arbitral award shall be final and binding.

5. CHOICE OF LAW

5.1 Any dispute arising out of or in connection with the Limited Warranty hereunder shall be governed by the laws of the mainland of the People's Republic of China.

5.2 During the arbitration, the remaining terms of the Limited Warranty shall continue to be performed except for the part subject to arbitration or the terms directly and substantially affected by arbitration.

6. Other Notes

6.1 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) NewTechWood makes for NewTechWood Outdoor Furniture. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a NewTechWood dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. NewTechWood makes no other representation, guarantee or warranty regarding any NewTechWood Outdoor Furniture. No one is authorized to make any representation, guarantee or warranty on NewTechWood's behalf, and NewTechWood shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any NewTechWood Outdoor Furniture other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES NEWTECHWOOD'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH SUCH PRODUCTS. NEWTECHWOOD DISCLAIMS AND EXCUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. NEWTECHWOOD EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL NEWTECHWOOD BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCTS AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

Please register your warranty at reg.newtechwood.com. NewTechWood strongly suggests our customers register your warranty for quicker technical support and warranty service. NewTechWood Outdoor Furniture registration is voluntary. Failure to register will not diminish your limited warranty rights. Once purchase is made, the Purchaser is deemed to have accepted the Limited Warranty in full and have read through the contents of the said warranty.