

## UMBROSA INC. LIMITED WARRANTY CONDITIONS

**THIS LIMITED WARRANTY (THE "WARRANTY") GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS AS TO DURATION OF THIS WARRANTY MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE OR DAMAGED PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT, AS DESCRIBED IN THIS WARRANTY.**

Capitalized terms used but not defined herein shall be given the meaning assigned to them in the Umbrosa Terms and Conditions of Sale ("Terms") to which this Warranty is attached and incorporated by reference.

Umbrosa always adheres to the warranty obligations of Belgian, European, and American manufacturers in accordance with the applicable law.

This limited warranty covers defects in materials and workmanship of Products, including those sold in Custom Orders and standard orders, sold by Umbrosa, Inc. ("Umbrosa"). All warranty requests must first be submitted to the retailer or website where the Product was purchased. This Warranty starts on the date of purchase of the Product and extends for the applicable time as listed in the "Special Limited Warranty Provisions" sections below. All warranty claims must be submitted with an original proof of purchase dated from the dealer of origin, and a description of the damaged Product, including how the damage occurred and photos of the damaged Product. This Warranty may not be assigned and is available only to the original purchaser of the Products; provided, however, for resellers who otherwise distribute the Products with Umbrosa's consent, such Resellers may claim the benefit of this Warranty on behalf of their customers.

Umbrosa strives to develop and produce high-end, high-quality, and sustainable products that are optimized to withstand weather conditions and the environment in which they are used. All Umbrosa products are extensively tested to ensure good quality (including tests conducted at the University of Delft (NL) wind tunnel, and component testing with independent research laboratories), but Umbrosa cannot guarantee that its products will never have defects.

Use of the warranty always requires the presentation of the original purchase invoice. [www.umbrosa.com](http://www.umbrosa.com) details the information necessary to process the warranty request efficiently and quickly. This information must be provided to the retailer or website where the Product was purchased in order for the retailer or website to process the warranty request on the customer's behalf. Warranty requests must always be submitted in writing within 30 days after the initial observation of the issue. Umbrosa guarantees that, if covered by this Warranty, the problem will be solved at Umbrosa's sole option, through repair or replacement of the defective Products.

The warranty does not restart in case of replacement with a new product, unless otherwise required by law.

In case of a defect in an Umbrosa Product and upon the receipt of a warranty request in accordance with this Warranty, Umbrosa will, at its option, repair or replace the Product in accordance with the Special Limited Warranty Provisions in this Warranty. Unless specified otherwise in this warranty, in connection with a valid claim under this Warranty and in Umbrosa's sole discretion, Umbrosa will provide replacement parts and ship them to the customer free of charge. Umbrosa is not responsible for any other costs, including costs associated with replacing or installing Product parts or components.

**DIRECT OR INDIRECT DAMAGE CAUSED BY (I) IMPROPER USE; (II) FAILURE TO FOLLOW INSTALLATION, USE, OR MAINTENANCE INSTRUCTIONS AS POSTED ON UMBROSA'S WEBSITE; (III) MODIFICATIONS TO THE PRODUCT NOT AUTHORIZED BY UMBROSA; (IV) UNAUTHORIZED REPAIR; (V) NORMAL WEAR AND TEAR, OR (VI) EXTERNAL CAUSES SUCH AS ACCIDENTS, ABUSE, OR OTHER ACTIONS OR EVENTS BEYOND UMBROSA'S REASONABLE CONTROL (INCLUDING, BUT NOT LIMITED TO, WIND, SNOW, HAIL, HURRICANES, STORMS, AND OTHER EXTREME WEATHER CONDITIONS, PRODUCTS FALLING AND STRIKING THE GROUND OR ANOTHER OBJECT OR BEING STRUCK BY FALLING MATERIAL) ARE NOT COVERED BY THIS WARRANTY.**

The biggest threat to the lifespan of Umbrosa Products are weather conditions and external environmental factors. Therefore, always provide the appropriate care for any Umbrosa Product and never leave it open unattended. Damage caused by incorrect use or extreme weather conditions including, but not limited to, wind, snow, hail, hurricanes, and storms, is not covered by this Warranty. Gusts of wind can be more powerful than average wind speed. **Damage caused by any wind, including average wind speed or gusts, that exceeds 30 km/hour (4 Beaufort) is not covered by this Warranty. Damage caused when Products are left unattended or by poor fixation or use of weak supports is not covered by this Warranty.** In addition, in any weather condition, the strap and protection cover need to be correctly used in accordance with usage instructions found on the Umbrosa website and the product manual when closing and opening any Product. Failure to do so can cause damage even when the Product is closed, and **this kind of damage is not covered by this Warranty.**

The use of a mobile or movable base has an impact on the wind resistance of the Product. Therefore, always select a base that is heavy enough to ensure stability. Always contact the distributor or Umbrosa should you desire advice on the anchoring method to be used with your Product. [www.umbrosa.com](http://www.umbrosa.com) contains a large amount of information on this topic. **Direct and indirect damage caused by a falling Product, whether it is in open or closed position, is not covered by the warranty.**

With intensive usage of the Products in a hostile environment, such as near the sea, sand, chlorine, or heavy pollution, the frame and canopy of the Product should be rinsed regularly using fresh water in order to prevent the build-up of salt residue. Maintenance instructions for Products can be found on Umbrosa's website. **Damage to Products due to failure to maintain the Product in accordance with the maintenance instructions on Umbrosa's website is not covered by this Warranty.**

Umbrosa uses natural products or materials such as wood, concrete, and granite that are susceptible to weather conditions and thus naturally age. **This natural aging process in outdoor conditions is not covered by this Warranty.** Likewise, **Umbrosa cannot guarantee that its products will be free from stains due to animal excrement, pollution phenomena and/or differences in the natural materials used in production.**

The Products are subject to normal wear and tear. This warranty covers damaged caused by construction or manufacturing defects only. **Scratches, superficial corrosion, wear due to use, and any other cause are not covered by this Warranty.**

**The warranty shall be void and unenforceable if any components or accessories not approved by Umbrosa are used with the Product.**

**ALL SPECIAL LIMITED WARRANTY PROVISIONS BELOW ARE SUBJECT TO THE FOREGOING WARRANTY RESTRICTIONS AND EXCLUSIONS.**

#### **SPECIAL LIMITED WARRANTY PROVISIONS FOR HARDWARE**

These Special Warranty Provisions are only applicable when the Products are used according to the guidelines and restrictions in this Warranty, including compliance with the maintenance instructions as found on [www.umbrosa.com](http://www.umbrosa.com) and the requirements specified above.

##### **10-year warranty**

Umbrosa offers a 10-year warranty on all aluminum extrusion profiles. This warranty only covers damage caused by construction or manufacturing errors, scratches, superficial, corrosion, and wear due to use are not covered by this warranty unless the product is structurally weakened as a result.

##### **5-year warranty**

Umbrosa offers a 5-year warranty on all glass fiber ribs and all welded tubes. Colour differences are not covered by this warranty.

Umbrosa offers a 5-year warranty on all stainless steel parts. Scratches, superficial corrosion, and wear due to use are not covered by this Warranty unless the product is structurally weakened as a result.

### **3-year warranty**

Umbrosa offers a 3-year warranty on all synthetic parts and all galvanized steel parts. Scratches and wear due to use are not covered by this Warranty unless the product is structurally weakened as a result.

### **2-year warranty**

Umbrosa offers a 2-year warranty on its tile bases, and mobile concrete bases.

Umbrosa offers a 2-year warranty on all painted parts of its Products. Whenever the paint flakes off or forms bubbles, Umbrosa, at its option, will replace the damaged item or present a custom solution.

### **SPECIAL LIMITED WARRANTY PROVISIONS FOR FABRICS & TEXTILE PREFABRICATION**

Apart from the existing Sunbrella range, Umbrosa has, in cooperation with Dickson, developed its own fabric with strong warranty conditions. This fabric is called 'Solidum.'

### **5 year warranty (except for Ingenua and protection covers)**

Our fabric is engineered for strength, resilience, and longevity. **Burn holes, melted holes, or fabric deformation can only be caused by misuse of a Product and are therefore not covered by this Warranty.** Daily protection of the umbrella using the protective cover extends the lifespan of the umbrella.

With use of Sunbrella and Solidum fabric in all Products, with the explicit exception of Ingenua Products, a 5-year warranty is offered for discolouration and structural integrity. In the exceptional case of discolouration, Umbrosa, at its option, will offer a new canopy. If a new canopy is offered, the customer is responsible for cutting & prefabrication costs, and Umbrosa is responsible for shipping costs. Under no circumstances will discolouration result in a new canopy free of charge.

### **2 or 3 year warranty for the Ingenua sails**

Our fabric is engineered for strength, resilience, and longevity. **Burn holes, melted holes, or fabric deformation can only be caused by misuse of a Product and are therefore not covered by this Warranty.** Daily protection of the umbrella using the protective cover extends the lifespan of the umbrella.

For no other Product is usage intensity as well as exposure to UV so different from user to user. Due to the intensive usage of Ingenua sails, very specific warranty conditions apply to this collection.

The warranty on these sails in Sunbrella and Solidum covers discolouration and structural integrity. For continental Europe, this warranty is 3 years. Outside of continental Europe, the warranty is 2 years.

### **1 year warranty for zippers**

Zippers must be used in accordance with usage instructions found on the Umbrosa website and the product manual. If the zipper is stiff, this issue can quickly be resolved using a silicone spray or another non-oil-based lubricant. In case of zipper breakage within the one-year warranty period, Umbrosa will send a replacement zipper free of charge.