



## LIMITED WARRANTY

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

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.CALIFORNIAUMBRELLA.COM](http://WWW.CALIFORNIAUMBRELLA.COM) OR/AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.

WE WARRANT THAT DURING THE EXPRESS WARRANTY PERIOD, CERTAIN COMPONENTS OF THE FOLLOWING CALIFORNIA UMBRELLAS IDENTIFIED BY SERIES NAMES WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP:

SUN MASTER	GOLDEN STATE	PACIFIC TRAIL	SUNSET	TAHOE
PAGODA	CALI	BAYSIDE	VENTURE	SIERRA
TIMBERLINE	GROVE	ALLURE	OCEANSIDE	CASA

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

### WHO MAY USE THIS WARRANTY?

March Products, Inc., a California corporation doing business as California Umbrella located at address 4645 Troy Court, Jurupa Valley, California 92509 (" **we**") extend this limited warranty only to the end user consumer who originally purchased the Products (" **you**"). It does not extend to any subsequent owner or other transferee of the Products. This warranty does not apply to commercial use of Products designed for residential, non-commercial use.

### WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship for individual components of the California Umbrellas identified by the series names, Sun Master, Golden State, Pacific Trail, Sunset, Tahoe, Pagoda, Cali, Casa and Bayside (the "Residential Product(s)"), and Venture, Sierra, Timberline, Grove Allure and Oceanside (the "Commercial Product(s)") (Residential Products and Commercial Products collectively shall be referred to as the "**Product(s)**") for the Warranty Periods defined below. The limited warranty affects the following components for each of the Products: Umbrella Frames, Fabric, and Bases.

### WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the Product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as, wind, rain, accidents, abuse, acts of God, or other actions

or events beyond our reasonable control. The California Umbrella is not designed to act as protection from wind or rain.

### **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date of purchase by the end user for the following periods:

**Umbrella Frames:**

One (1) year, (if Residential Product is used for commercial use, ninety (90) days; (Fiberglass Ribs are warranted for Three (3) years);

**Bases:**

Ninety (90) days (We also warrant that our bases will not corrode under usual climate conditions. Our bases are for consumer use only. We do not warrant the commercial use of our Residential Product bases.)

**Fabric:**

- (a) One (1) year for Olefin Fabrics,
- (b) Four (4) years for Pacifica Fabrics, and
- (c) Five (5) year for Sunbrella Fabrics.

In addition to warranting materials and workmanship, we warrant that these fabrics will withstand significant color fade and material rot under usual climate conditions. "Significant color fade" means our fabrics are warranted to fade no more than twenty five percent (25%) from their original color during the warranty period as determined by industry testing standards.

### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective Products during the applicable warranty period, we will, in our sole discretion, either: (a) repair or replace such defective component free of charge or (b) refund the purchase price of such Products. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must call 909-622-4800 or email our Customer Service Department at [service@californiaumbrella.com](mailto:service@californiaumbrella.com) during the Warranty Period to obtain a Return Merchandise Authorization ("RMA") number. No warranty service will be provided without a RMA number. To request a RMA, you must provide us with the following information: (a) your name, address, telephone number, and email address, (b) a copy of your original purchase receipt, (c) a copy of the UPC printed on the packaging our Products are delivered in, (d) a description of the defect, (e) photographs of the defect and (f) if requested, the umbrella fabric.

### **LIMITATION OF LIABILITY**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCTS, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

The Warranty Period is not extended if we repair or replace the Products. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

Non-Warranty Repairs:

Non-warranty repairs for fabric only are subject to a labor charge of Twenty Dollars (\$20.00) per hour plus applicable parts, inbound and outbound freight charges apply. Replacement parts with discounted prices will be provided for non-warranty frames and parts; plus inbound and outbound freight charges apply.

No warranty or returns will be granted without an approved RMA. Specifically excluded from this warranty are all failures caused by neglect or necessary care,; unreasonable use; unexpected acts of nature (hurricanes, tornadoes, tropical storms, and any damage caused by wind). Original owners are responsible for safe storage of their Umbrellas at all times, especially when the climate reaches unsafe conditions. This warranty does not provide coverage of reimbursement for loss or use, time inconvenience, or any other possible costs associated with the use of a defective or damaged item.