

# March Products, Inc. DBA California Umbrella Warranty

## 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)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.

\* Please refer to our website for the most up-to-date warranty information.

"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.

### Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods fifteen (15) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies California Umbrella in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by California Umbrella.

"Nonconforming Goods" means only the following: (i) product shipped is different than identified in Sales Confirmation Order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies California Umbrella of any Nonconforming Goods, California Umbrella shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If California Umbrella exercises its option to replace Nonconforming Goods, Buyer shall ship, at California Umbrella's expense, the Nonconforming Goods to California Umbrella's facility located at 4645 Troy Ct., Jurupa Valley, CA 92509. California Umbrella shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at California Umbrella's expense and risk of loss, the replaced Goods to Buyer's place of business.

Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided hereunder, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to California Umbrella. Items that arrive damaged by the freight carrier are not California Umbrella's responsibility.

## NO IMPLIED WARRANTY

CALIFORNIA UMBRELLA MAKES NO IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND WHETHER IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

### Limitation of Liability

IN NO EVENT SHALL CALIFORNIA UMBRELLA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CALIFORNIA UMBRELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CALIFORNIA UMBRELLA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CALIFORNIA UMBRELLA FOR THE GOODS SOLD HEREUNDER.

### Confidential Information

All non-public, confidential or proprietary information of California Umbrella, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by California Umbrella to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by California Umbrella in writing. Upon California Umbrella's request, Buyer shall promptly return all documents and other materials received from California Umbrella. California Umbrella shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (a) in the public domain, (b) known to Buyer at the time of disclosure, or (c) rightfully obtained by Buyer on a non-confidential basis from a third party not under a duty to keep such information confidential.

### Force Majeure

The California Umbrella shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of California Umbrella including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution,

insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

#### Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of California Umbrella. Any purported assignment or delegation in violation of this agreement is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

#### Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

#### No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

#### Governing Law

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

#### Submission to Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Riverside and County of Riverside, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

#### Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing.

All Notices shall be delivered by personal delivery, email, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.