

# Warranty

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE INDIVIDUAL COMPONENTS OF THE PRODUCTS PURCHASED FROM THE SITE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

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 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 PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US, OUR AGENTS, OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

## (a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products from the Site. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

## (b) What Does This Warranty Cover?

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products purchased from an authorized California Umbrella distributor.

## (c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

- (i) transportation;
- (ii) storage;
- (iii) improper use;
- (iv) failure to follow the product instructions or to perform any preventive maintenance;
- (v) modifications;
- (vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by California Umbrella;
- (vii) unauthorized repair;

(viii) normal wear and tear; or

(ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for the following periods:

TB-60 Sand Anchor: One (1) year warranty against defects in workmanship when used as directed.

hereinafter, collectively the “Warranty Period”. The Warranty Period is not extended if we repair or replace a warranted product or re-perform a warranted service. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

(e) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) repair or replace the defective part free of charge or (ii) replace the defective product(s). 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(s).

(f) How Do You Obtain Warranty Service?

To obtain warranty service, you must email our Customer Service Department at [service@californiaumbrella.com](mailto:service@californiaumbrella.com) during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number. To request an 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.

(g) Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL 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.