

WARRANTY INFORMATION

1. WARRANTY

- 1.1. Cape Umbrellas (Pty) Ltd ("Cape Umbrellas") warrants to the customer, in accordance with the following provisions, that its products, purchased by the customer directly from Cape Umbrellas or from an authorised distributor/reseller of Cape Umbrellas are free from defects in materials, workmanship and design affecting normal use.
- 1.2. This warranty applies exclusively to products purchased in the territory, and only for the warranty period, listed below:

TERRITORY	WARRANTY PERIOD
Republic of South Africa	2 (two) years [from original purchase date]

- 1.3. This warranty is governed by the laws of the territory stipulated above.
- 1.4. Only product defects that are a consequence of Cape Umbrella's fault in materials or workmanship will qualify for repairs or replacement under this warranty.
- 1.5. Products for which a valid and successful warranty claim is made shall, at Cape Umbrellas' discretion (in those jurisdictions where such decision lies in Cape Umbrellas' power and discretion), be repaired or replaced at Cape Umbrellas expense.

2. PRODUCT RANGE COVERED BY THIS WARRANTY

- 2.1. Cape Umbrellas may offer different warranties depending on the product range. It is the responsibility of the customer to determine if this warranty applies to the customer's purchase.
- 2.2. This warranty applies exclusively to those products (or product-range), and only for the components listed below:

PRODUCT / PRODUCT RANGE	COMPONENTS
Classic Line Umbrella Range	Center Pole; Top and Bottom Hubs; Wood / Aluminium struts; Nylon brackets; Canvas Top.
Premium Line Umbrella Range	Center Pole; Top and Bottom Hubs; Wood/Aluminium struts; All Stainless-Steel Components; Canvas Top
Elite Line Umbrella Range	Center Pole; Top and Bottom Hubs; Stainless-Steel struts; All Stainless-Steel Components; Canvas Top.
Speciality Line Umbrella Range	Cantilevered Frame; Top and Bottom Hubs; Wood/ Aluminium struts; Nylon and All Stainless-Steel Components.; Canvas Top

3. SPECIAL EXCLUSIONS

- 3.1. **Wind Damage:** This warranty does not include any damage as a result of high winds. The customer must comply with the product's Instruction Manual and protect the product from the effects of high winds by ensuring that the product is folded closed and secured during high winds and, at all times, is placed on level surface and anchored correctly to a base with the appropriate recommended weight.
- 3.2. **Third-Party Components:** This warranty does not apply to third-party components, forming part of the product, which are not manufactured by Cape Umbrellas or which are not expressly included in this warranty, such as the umbrella top including the material, fabric and stitching used in the construction of the top should the top be manufactured by a third party / agent / distributor. The warranty on third-party components (if any) are provided directly to the customer by the manufacturer or licensor of such component. Cape Umbrellas shall not be liable for any fault or defect in third-party components.

4. GENERAL EXCLUSIONS

- 4.1. Canopy replacement void the warranty.
- 4.2. This warranty does not apply to defects arising from:
 - 4.2.1. Normal wear and tear;
 - 4.2.2. Causes not attributable to defects in manufacture and/or material;
 - 4.2.3. Lack of maintenance or service of the product in accordance with the product's Instruction Manual;
 - 4.2.4. Abuse or improper use of the product or use other than normal use, or use not in accordance with the product's Instruction Manual;
 - 4.2.5. Replacement of parts, repair or attempt to repair the product by persons not authorised by Cape Umbrellas.

5. WARRANTY CLAIMS

- 5.1. When making a warranty claim, the customer will need to provide the original product invoice and photos of the defect incurred. All claims must be submitted to: **(info@capeumbrellas.com)**
- 5.2. Cape Umbrellas will first attempt to diagnose or rectify defects over the telephone or via email and may at their discretion send a representative to inspect the damage.
- 5.3. Cape Umbrellas reserves the right to determine if the product was damaged due to negligence or other actions which may invalidate this warranty.
- 5.4. Response times to warranty claims may vary according to the site/location and access to the product and availability of parts.
- 5.5. Warranty is Ex-Works

6. PRODUCT INSPECTION FOR WARRANTY CLAIMS

- 6.1. If Cape Umbrellas determines that it is necessary to inspect the product, an authorised agent will visit the customer's residence or workplace, identify any defect and if necessary coordinate additional visits with the customer to resolve the claim.

7. COLLECTION AND DELIVERY FOR WARRANTY CLAIMS

- 7.1. If at any time Cape Umbrellas discovers that the customer's claim is not covered by this warranty Cape Umbrellas shall be entitled to charge the customer a transport fee and/or any cost incurred for the collection and/or delivery of the product.
- 7.2. The customer may at any time arrange for the collection and/or delivery of the product at its own cost. The customer is responsible for contacting Cape Umbrellas to determine the nearest service centre to the customer for the purpose of collection and/or delivery.
- 7.3. The customer is responsible for contacting Cape Umbrellas for arranging a preferred time for collection or delivery, however Cape Umbrellas does not guarantee, and shall not be bound by, such arrangement. The customer, or a responsible person authorised by the customer, must be available for collection or delivery of the product.

8. REPAIRS

- 8.1. Parts used in repairs may, at Cape Umbrellas' discretion (in those jurisdictions where such decision lies in Cape Umbrellas' power and discretion) be new or refurbished. Parts used in repairs shall be of equivalent or higher quality and technology to the original product.
- 8.2. All parts removed from repaired products shall become the property of Cape Umbrellas.
- 8.3. Any replacement part is warranted for the remaining original warranty period or 3 (three) months, whichever is longer.

9. LIMITATION OF LIABILITY

- 9.1. This warranty is limited to the customer and is not transferable.
- 9.2. This warranty does not apply to products for which Cape Umbrellas has not received full payment.
- 9.3. Regarding any product collected or received by Cape Umbrellas in respect of a warranty claim, Cape Umbrellas shall not be liable for any loss or damages whatsoever (including, without limitation, damages for loss of business profits or business interruption) arising out of the customer being deprived of use and enjoyment of the product.
- 9.4. This warranty is void if:
 - 9.4.1. As a result of the customer's abusive or defamatory conduct, Cape Umbrellas suffers any loss or damage; or
 - 9.4.2. The customer is found to have reverse engineered or created derivative works of the product for commercial purposes; or
 - 9.4.3. The customer used the product in any manner prohibited by the product's Instruction Manual; or
 - 9.4.4. The customer is in breach of any agreement between the customer and Cape Umbrellas, regulating the purchase or lease of the product.
- 9.5. In respect of the product, Cape Umbrellas disclaims all other warranties, express, implied, or otherwise, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

10. GENERAL

- 10.1. Each provision of this warranty is severable. If a provision is found to be unenforceable, this finding does not affect the enforceability of the remaining provisions of this warranty.
- 10.2. Cape Umbrellas does not offer any other warranty or make equivalent statement apart from those stipulated herein.
- 10.3. This warranty supersedes all other warranties, to the maximum extent permitted by law.