# Greencorner Warranty Program Summary

#### Frame - 3 Years Warranty

Entire umbrella has Three Years warranty for manufacture defect.

All parts have a full replacement three year warranty - should a rib break, we will send you a replacement part for free. Just disconnect a few bolts, and replace it. The warranty must comply with the summary of terms & conditions below and as specified in the following pages:

- Umbrella must be a permanent installation or anchored by appropriate weight to protect against tipping.
- Umbrella must be closed during windy conditions
- Parts are protected against accidents, but not for misuse, intentional acts, modification or neglect.
- We will supply a new part for free shipping and service are the umbrella owner's responsibility.

#### **Canopy - 5 Years Warranty**

The warranty covers any unusual wear and tear of the fabric and the color of it. It is applicable as of the date of installation of the umbrella

The warranty must comply with the following specifications:

- Damages produced by inappropriate installation, maintenance, handling or cleaning with abrasive products are not covered.
- The fabric may be cleaned occasionally with a solution of water and soft soap.
- Accidents, misuse and negligence are not covered, and the same applies to stains and tears.

### 3-Year Limited Manufacturer's Warranty for Frame

#### A. WHO GIVES THIS WARRANTY?

The Grencorner, USA, 1500 Tradeport Drive, Orlando, FL 32824

#### B. WHO IS ENTITLED TO THIS WARRANTY?

This Warranty applies only to the original purchaser who paid for the product and may not be assigned or transferred to subsequent owners.

C. THE WARRANTY, IF APPLICABLE, IS LIMITED TO THE REPLACEMENT OF PARTS AND FABRIC FREE OF CHARGE, subject to the terms and conditions set forth herein.

## D. WHAT ARE THE RESPONSIBILITIES OF THE ORIGINAL PURCHASER UNDER THE WARRANTY?

Before any claims may be made under this Warranty, the original purchaser must have paid in full for the product covered under the Warranty, according to the terms and conditions of the pay-plan defined in the original order. IF THE PURCHASER HAS FAILED TO MAKE FULL PAYMENTS ACCORDING TO THE SPECIFIC PAY PLAN FOR THE PRODUCT, THIS WARRANTY SHALL BE NULLIFIED AND GREENCORNER PRODUCTS SHALL BE RELIEVED FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY. The purchaser agrees and acknowledges that this Warranty agreement constitutes an executor contract.

#### E. WARRANTY TERMS AND CONDITIONS

- 1) Greencorner will replace any item that is received by the customer and found to be defective due to workmanship or materials. This policy is in addition to our "Shipping" and "Return and Exchange" policies, which describe the other circumstances under which your purchased items can be returned to us.
- 2) Failure to follow the given assembly, maintenance and care instructions voids your product warranty.
- 3) The warranty does not cover damages caused by misuse, neglect, improper assembly, improper operation, inappropriate use of the product, or use of any unauthorized attachments or lack of reasonable maintenance.
- 4) The warranty does not apply if damage is a result of improper mounting of the umbrella or inadequate base weight restraint for weather conditions. Damage to the umbrella caused by contact with a foreign object, including, but not limited to, the ground voids the warranty.
- 5) The warranty does not apply to damages to the product caused by acts of nature, including but not limited to hurricanes, gales, high winds, tornadoes, sleet, hail, heavy rain, floods, monsoons, fire, and vandalism or accumulated weight on the product caused by water or other material (s).
- 6) Labor charges connected with installation of replacement parts are not covered by this Warranty.
- 7) Any modification or addition to the umbrella structure (except for umbrella accessories made by Greencorner) will nullify this Warranty and relieve Greencorner from any responsibility or liability under this Warranty.

- 8) Any failure or damage of the components that results from any intentional or negligent actions by the purchaser or by any other person is not covered by this Warranty.
- 9) If warrantable damage occurs to the hardwood pole, hubs, ribs or metal fasteners, Greencorner will replace or repair said items at its discretion.
- 10) Warranty claimant is responsible for all shipping and freight charges as a result of a warranty claim.
- 11) Claims must be submitted with original proof of purchase. Warranties outlined above may not be assigned and are available only for the original purchaser of the Greencorner umbrella.
- 12) If the product is within the warranty period and found to be defective, Greencorner reserves the right, at its sole discretion, to repair, replace or redesign any product that is returned as a result of a warranty claim. If the item was determined to be not under warranty for any reason, the customer agrees to pay for the cost of repair or replacement. All decisions of Greencorner are final.
- 13) In no event shall Greencorner be responsible for any indirect, incidental or consequential damages arising from the sale or use of these products. This applies both during and after the terms of any warranty that may apply.
- 14) This warranty and all other terms and conditions are to be interpreted under the laws of the State of Florida in the United States of America. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

#### F. GENERAL PROVISIONS AND LIMITATIONS

- 1. THE WARRANTY GRANTED HEREIN IS THE EXCLUSIVE REMEDY FOR THE PURCHASER. GREENCORNER PRODUCTS MAKES NO OTHER WARRANTIES TO THE PURCHASER, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- 2. TO THE EXTENT PERMITTED BY LAW, GREENCORNER PRODUCTS SHALL HAVE NO LIABILITY TO THE PURCHASER OR ANY OTHER PERSON FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING OUT OF BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF GREENCORNER PRODUCTS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL GREENCORNER PRODUCTS BE LIABLE FOR LOSS OF PROFITS AND/OR WAGES.
- 3. Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.
- 4. This warranty gives you specific rights, and you may have other rights, which vary from state to state.