



Warranty Conditions

The customer is entitled to exercise his or her full statutory rights in the case of defects with products manufactured by Uhlmann Sonnenschirme e.K. This warranty does not affect the statutory rights of the customer. The warranty provided by Uhlmann Sonnenschirme e.K. provides the customer with separate rights above and beyond the statutory provisions. These rights supersede any previous undertakings and are subject to the following warranty conditions.

1. Warrantor and Manufacturer

Uhlmann Sonnenschirme e.K. Langer Rain 3-5, 88524 Dethingen, Germany

2. Validity

The warranty provided by Uhlmann Sonnenschirme e.K. is valid in all member states of the European Union.

3. Warranty Period

Uhlmann Sonnenschirme e.K. provides a factory guarantee, lasting for the period of one year, on all the products it manufactures. Furthermore, Uhlmann Sonnenschirme e.K. shall also carry out any repairs or replacements to the internal gear unit contained within the umbrella pole, at its own expense for a period of up to five years. However, there shall be no general requirement for the company to do so; decisions shall be made on an individual basis. The defective gear unit must be returned before it can be repaired or replaced. If the customer does not return the defective part to Uhlmann Sonnenschirme e.K. for inspection, then the company shall be entitled to invoice the recipient for the replacement part(s) supplied.

So far as technically feasible, the customer has the option of two claim procedures, under this warranty:

- 1) Delivery of free replacement parts to enable the customer to carry out the repair him- or herself.
- 2) Return of the defective product to the factory of Uhlmann Sonnenschirme e.K. in Germany (Langer Rain 3-5, 88524 Dethingen) to be repaired free of charge by the company.
- 3) Any costs associated with the replacement parts or repairs carried out by Uhlmann Sonnenschirme e.K. shall be borne by Uhlmann Sonnenschirme e.K. However, this does not include any transport or postage charges.
- 4) If it is no longer possible to supply identical replacement parts, Uhlmann Sonnenschirme e.K. reserves the right to use and/or supply similar replacement parts, which fulfil the same function as the original.

4. Processing

- 1) If a defect with the product becomes apparent during this warranty period, the customer must claim against Uhlmann Sonnenschirme e.K. under this warranty without delay (within seven days from the date the defect was first noticed, at the latest).
- 2) Any claim in respect of visible damage to the product, resulting from transportation must be brought to the attention of the transport provider and the sender as soon as possible, i.e. without undue delay. All visible damage due to transportation must be recorded in writing on the carrier's



delivery note. Non-visible damage must be brought to the attention of the transport company and the sender within five working days.

3) The customer shall assume all risk and costs associated with transportation to and from the site at which the warranty claims are received and/or the repaired product or parts are exchanged.

4) Warranty claims shall only be considered if the product is returned with a copy of the invoice (and the original, upon request).

5) Where the customer wishes to exercise his or her right to replacement parts, he or she is obliged to send the defective parts free of charge to Uhlmann Sonnenschirme e.K. in advance for inspection.

5. Warranty Exclusions

Claims under this warranty are hereby excluded in the following instances:

1) The product is damaged or destroyed by force majeure, acts of a criminal nature or environmental influences, such as hail, snow, frost, etc.

2) The product is stored or operated in conditions that do not conform to the technical specification.

3) The damage is caused by improper use, particularly where the operating instructions have not been followed.

4) The product has been modified.

5) The defects to the product are linked to mechanical influences and/or damage of any nature.

6) In the case of fair wear and tear, the proper functioning of the product is not impaired.

7) The product is damaged, due to the continued use of the defective product.

6. Operating Error

If it becomes apparent that the product has been damaged as a result of incorrect storage, use or operation, then Uhlmann Sonnenschirme e.K. reserves the right to charge the customer for any expenses the company incurs in connection with any inspections.

7. Special Provisions

1) The aforementioned provisions supersede any other warranties or guarantees issued by Uhlmann Sonnenschirme e.K.

2) No additional claims, particularly such as those relating to the rights of withdrawal or price reductions, may be founded on the basis of this warranty. Claims for damages arising under this warranty are hereby excluded.

3) Under no circumstances shall claims for loss of earning, direct losses or consequential damages be permitted.

4) This warranty applies solely to the customer purchasing the product for the first time; it is not transferable.

8. Final Provisions

1) These warranty conditions are governed exclusively by the laws of the Federal Republic of Germany. This choice of law shall only be binding upon the customer where it does not place any



restrictions on the mandatory statutory provisions in the country in which the customer lives or habitually resides.

2) Where the customer is a business, the sole place of jurisdiction for any disputes arising under these warranty conditions shall be Ulm.

3) The aforementioned provisions shall not affect the customer's statutory rights. These warranty conditions shall apply alongside and in addition to any statutory provisions.