

Product warranty

Frame warranty

Vortex High Tension umbrellas are guaranteed, from original date of purchase by the initial buyer, for a period of up to 5 years* against defects in metal fixtures resulting from faulty workmanship and faulty materials. Although we strive to provide the highest quality, we accept no responsibility for print degradation.

The manufacturer will not be liable for any extra costs incurred by the buyer as a result of defects found in the product or as a result of faulty product, over and above those covered in the guarantee contained in the paragraph above.

* 5 year warranty requires product registration with the manufacturer.

Canopy warranty

Fabric warranty is provided by the manufacturer of the material used in the canopy. This can vary with the choice of material. Please refer to the table for a summary, or the following section for detailed information on the fabric warranty for the standard fabrics.

Please note tensile fabrics will only be covered under warranty when tensioned, in this case when the parasol is fully open.

Modification

Please note that due to the nature of the parasol, ANY modification of the parasol will invalidate the warranty. Not limited to, but including:

- **Do not shorten the pole**
- **Do not shorten the bottom of the pole below the flange at the bottom of the pole.**
- **Do not shorten the in-ground base**
- **Do not drill additional holes in the pole**
- **Do not widen any of the holes provided in the pole for power cables.**

Modification made by the factory, prior to delivery will be covered by standard warranty terms, except for wind loading guarantees. No wind loading guarantee is provided for any modified product, whether factory modified or not.

Heaters and lights warranty

All heating and lighting systems warranties are supplied by the manufacturer of the relevant components.

Warranty summary tables

Frame		Canopy		
No registration	With registration	602	502 Satin	6002 STAM
2 years	5 years	0	10 years	5 years

Heaters		Other options	
Solamagic	2 years, 10,000 hours	Solamagic lights	2 years
Victory Lighting	5,000 hours	Stainless Heater brackets	2 years
Tansun	2 years 7,000 hours		

Note: any hours specified for heaters is purely an expected lifespan of the bulb under normal conditions.

For more specific information on electrical warranties, please refer to the documentation supplied with the component.

Ferrari 502 Satin - 10-year limited warranty



Applications: awnings and fixed shading systems

Manufactured according to the Serge Ferrari Technology and benefiting from the ISO 9001 Quality Assurance system, composite materials are guaranteed for 10 years for the mentioned applications.

Warranty

Are guaranteed against any abnormal degradation of their main characteristics as part of normal use: breaking strength at least 30% of its original value, uniform colour change over time, for the same orientation and exposure, fire resistance as specified in the original technical document, impermeability.

Warranty application conditions

The warranty takes effect on the day of delivery of the membranes to the customer.

In the event of proven liability, the warrantor declares its readiness to reimburse all or part of the costs of repair or replacement, subject to the conditions set forth in the table below. The percentage contribution of the warrantor shall take into account the warranty limits stated below, the installation conditions for the product and its exposure time.

The right to warranty only applies if the imperfections are reported by registered letter with acknowledgement of receipt to Serge Ferrari within a maximum time period of 30 calendar days of their occurrence; the invoice of the goods must also have been fully paid. A product purchase receipt shall be required in support of any claim. The sum reimbursed by the warrantor shall not exceed the initial purchase price paid by the first acquirer.

The costs of repair or replacement not covered by the warrantor following reimbursement shall remain payable by the third party.

This warranty does not therefore cover the labour costs or those resulting from the disassembling, reassembling and transportation operations. Furthermore, no monetary compensation is provided for under the terms of this warranty.

The sum covered by the warrantor shall be proportional to the number of years between the start of exposure and the appearance of the defect:

Appearance of the defect	10-year warranty (Maximum percentage coverage by warrantor)
1 st year	100%
2 nd year	80%
3 rd year	65%
4 th year	50%
5 th year	40%
6 th year	30%
7 th year	25%
8 th year	20%
9 th year	15%
10 th year	10%



Exclusions

Liability under the warranty is excluded, if damage results from:

- Non-compliance with installation recommendations and directions issued by the warrantor.
- Lack of fabric tension (for example slack, skewness) and installation on a retractable system. Précontraint 502 Satin material must remain faultlessly tensioned.
- Tear or repair during installation.
- Improper usage, negligence, product alterations, accidental damage of external covering, premature wear, rubbing, scratching, perforation exceeding normal wear.
- Exposure to chemicals, damage caused by machinery, devices or persons, excessive pressure, exceptional meteorological conditions, falling objects, explosions, fire, flooding, rioting, civil unrest, war, resorting to violence, faulty installation or improper implementation, radiation, aggressive vapour or dust in suspension.
- Damage during storage or installation by installer or final customer, exposure to heavy air pollution, cleaning with over- aggressive or unsuitable products.
- Application to or within structures non-compliant with construction standards applicable at the installation location, repairs or alterations causing loss of product performance performed by a person unauthorized by the warrantor.
- Any operation subsequent to material delivery, such as printing (notwithstanding the method used), welding or thermo-gluing of additional parts or fabrics.

On declaration of the defect referred to, the warrantor reserves the right to inspect and test the implicated product to determine the measures to be taken to remedy the defect. The warrantor, moreover, refuses any liability under the warranty, if the third party breaches the right of the representatives of the warrantor to examine the defect referred to.

Limitations

This warranty is limited and applies exclusively to the specified product and intended usage. It replaces all previous promises or warranties, either explicit or tacit, written or oral.

The warrantor refuses any liability regarding installation of mediocre quality or application not conforming with product specific characteristics.

With regard to services under warranty, any possible claims concerning products and the liability of the warrantor shall be exclusively governed by these terms and conditions of limited warranty. The third party accepts the present warranty clauses and certifies that no warranty or promise of warranty, other than the present clauses, has been concluded or foreseen with regard to the products or accessories supplied by the warrantor.

Limitations of liability

The warrantor cannot be held liable for losses of income, commercial or operational losses, financial charges or any other specific, consequential, circumstantial or mediate loss of any kind, possessing a causal link to, or related to, the products covered by this warranty, their implementation or usage, or the impossibility of using the said products or their late delivery. The warrantor shall decide at its convenience on the measures to be taken, if the liability of the warrantor is recognized, within the limits of the aforementioned provisions with regard to repair, defect elimination or product replacement. Costs of replacement shall not be reimbursed.

Final conditions

The competent jurisdiction governing any dispute resulting from the terms and conditions of this warranty shall be that of the registered office of the warrantor (Bourgoin-Jallieu, 38 France). This warranty agreement is governed by French law.

All questions or actions in warranty relating to the limited warranty defined above shall be addressed to:

Serge Ferraris
B.P. 54
38352 La Tour du Pin Cedex France

Ferrari 6002 STAM - 5-year limited warranty

Applications: awnings and fixed shading systems

Manufactured according to the Serge Ferrari Technology and benefiting from the ISO 9001 Quality Assurance system, composite materials are guaranteed for 5 years for the mentioned applications

Warranty

Are guaranteed against any abnormal degradation of their main characteristics as part of normal use:

- breaking strength at least 70% of its original value,
- uniform colour change over time, for the same orientation and exposure,
- fire resistance as specified in the original technical document,
- impermeability.

Exclusions

The warranty is excluded if the fault comes from:

- Defects attributable to transportation, storage and handling conditions,
- Errors of design, making-up, assembling and use in inappropriate conditions, in particular under the action of strong winds,
- The consequences of chemical or abrasive attacks
- Unsuitable cleanings
- Atmospheric pollutions or accidental projections

Warranty application conditions

The warranty takes effect on the day of delivery of the flexible composite materials to the customer.

The right to warranty only applies if the imperfections are reported by registered letter with acknowledgement of receipt to Serge Ferrari within a maximum time period of 30 calendar days of their occurrence; the invoice of the goods must also have been fully paid.

This warranty does not therefore cover the labour costs or those resulting from the disassembling, reassembling and transportation operations. Furthermore, no compensation is provided for under the terms of this warranty.

Under the guarantees of paragraph 1, and subject to the exclusions in paragraph 2, we will supply the necessary yardage to replace the project following a depreciation coefficient as described below.

Appearance of the defect	10-year warranty (Maximum percentage coverage by warrantor)
1 st year	100%
2 nd year	80%
3 rd year	60%
4 th year	40%
5 th year	20%