



#### TERMS OF WARRANTY – TRADEWINDS PARASOLS

The frame and the wooden components used in the manufacture of the Tradewinds Parasol are warranted by Tradewinds Parasols (Pty) Ltd from the date of manufacture or date of purchase for the following periods -

- One year for the "Classic" Parasol - a wooden parasol, which has been manufactured using the bracket-hub system;
- One year for the "AluZone" parasol – a wood and aluminium parasol, which has been manufactured using the bracket-hub system;

The period of the warranty commences from the date of purchase. The replacement of any parts, during the term of this warranty, does not extend the warranty or alter the terms of this warranty. Any resale of the parasol automatically renders this warranty void.

Tradewinds will only replace parts of the frame, including pulleys and similar hardware, which are defective due to poor workmanship.

In the event that it is uneconomical for the customer to deliver the parasol to Tradewinds for repair, Tradewinds will honour this warranty if the customer sends to Tradewinds visual proof of the damaged components, either in the form of photographs or by J-peg through e-mail.

Any components replaced automatically become the property of Tradewinds.

#### LIMITATIONS TO WARRANTY

This Warranty does not cover nor shall Tradewinds be responsible for -

- Parts which are damaged or broken in transit or due to abuse, misuse, neglect, normal wear and tear (e.g. the delamination or splitting of the acorn, loss of varnish), accidental breakage, inexpert repairs or modification by un-authorised persons, or damage due to extreme weather conditions such as snow, wind, windstorms, rain, hail, storms and the like.
- Any loss whatsoever or howsoever caused by the owner his servants or agents or any other person whatsoever or by reason of riot, civil commotion or through any other force majeure or via major cause whatsoever

Tradewinds decision as to whether a defective or damaged part falls within the ambit of this warranty is final.

#### GENERAL

This warranty shall not be binding on Tradewinds unless the purchaser has made payment in full for the parasols covered by this warranty.

If any provisions of this warranty are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

No amendment of this agreement or any of the provisions or terms and no extension of time, waiver or relaxation or suspension of any of such provisions or terms shall be binding unless recorded in a written document signed by all the parties to this agreement.

Notwithstanding anything else contained herein Tradewinds shall not be liable for any consequential or indirect damage or loss of any kind whatsoever however caused, nor shall Tradewinds be liable for any damage or loss caused to the owner, the owner's servants, agents or any other person whatsoever. The owner indemnifies Tradewinds against any claim by the owner's servants, agents or any other person whatsoever (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defect or non-compliance of the parasol and/or accessories supplied or arising out of any breach by Tradewinds of the terms of this Warranty, negligence or out of any other cause whatsoever.

All other warranties, descriptions, representations and conditions as to fitness or suitability for any purpose whatsoever, tolerance to any conditions, merchantability or otherwise (whether of a like nature or not) and whether express or implied by law, trade, custom or otherwise are expressly excluded from this Warranty.

**Tradewinds Parasol is unable to warranty the canvas canopy of the parasol. Although the fabric is of the highest quality - fading of the fabric, print degradation and normal wear and tear through everyday usage, is of such a nature that neither the fabric manufacturers nor the ink suppliers are prepared to provide Tradewinds with any form of product warranty. Therefore, Tradewinds is not in a position to provide a fabric or print warranty. (Note that climatic conditions and atmospheric pollution varies from one area to another and thus the canvas and ink will perform better in one area compared to another area.)**

---