

# Warranty Conditions for CARAVITA GmbH Contracting Partners

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## 1. General information

By purchasing a CARAVITA product, the contracting partner of CARAVITA GmbH (hereinafter referred to as CARAVITA) is entitled to statutory warranty claims. These claims are not restricted by a warranty.

## 2. Period of warranty

In addition to statutory claims of 24 months, CARAVITA GmbH grants a warranty service to the contracting partner for a period of 5 years from the date of invoice for the parasol base and the functionality of the parasol base if it is used as intended.

## 4. Warranty protection

The following parasol models only purchased in Europe are covered by the warranty

- Big Ben
- Scala
- Amalfi
- Grande
- Supremo
- Samara
- Centro
- Belvedere

## 5. Exclusion of the warranty

The warranty excludes damage or defects arising from improper handling, non-observance of installation regulations and use instructions, force or environmental influences such as wind, hail, snow, frost or unprofessional storage or use or by third-party intervention. Electrical components, fabric covers and components, drives and wooden coverings are excluded from the warranty.

Small deviations or superficial defects not impairing its suitability for use and product value likewise do not fall under the warranty. The same applies to product alterations, environmental consequences and wear from normal use.

## **6. Establishment of contact in the event of a warranty case**

To avail yourself of warranty services, you need to inform the CARAVITA contracting partner at which you purchased the product within the warranty period, and state the product defect. In the process, present all necessary information (e.g. receipt, building project address, detailed error description including image material, as well as more specific information on the installation situation). The CARAVITA contracting partner must verify and appraise the warranty claim on site based on the recognised rules of technology at the time of product manufacture, as well as the relevant association guidelines.

CARAVITA GmbH verifies any availing of warranty services to ensure that all warranty conditions are met.

## **7. Unit accessibility**

Please bear in mind that the specialised retailer must be able to access the unit. If the units cannot be reached using normal climbing aids, the operator is responsible for accessibility. This applies also if it cannot be excluded that accessing the products will damage the structure. Please bear in mind that these costs will not be borne or reimbursed by CARAVITA GmbH.

## **8. Service in the event of a warranty case**

As part of the warranty, defective parts will be replaced by Caravita or an authorised specialist partner free of charge at CARAVITA's choosing. Improvement work is, if possible, carried out at the set-up location and performed by the contracting partner as part of its distribution work. Caravita assumes further services only following prior coordination. If a repair in the Trencin factory is necessary, transport costs and installation costs are not part of the warranty.

The decision about the type of subsequent fulfilment lies with Caravita. Within a reasonable period of time after notification of the defect, Caravita will assess defective parts and send a replacement free of charge if the warranty conditions are met. At the time of the warranty claim, if the defective product can no longer be manufactured or only manufactured with alterations to its optics or material, Caravita is entitled to supply an equivalent product for the function.

Claims beyond this improvement are not granted by the warranty. If the assessment finds that there is not a warranty claim or no relevant warranty case, Caravita GmbH reserves the right to charge the arising expenditure.

Warranty services do not extend or reset the warranty period for this product. Replaced parts are transferred into the ownership of CARAVITA.

**9. Final provisions**

These warranty conditions are subject to German law. The CISG (Contracts for the International Sale of Goods) does not apply to these warranty conditions.

Caravita is not prepared and also not duty bound to participate in dispute resolution proceedings before a consumer resolution body to resolve disputes with consumers pursuant to section 36 Act on Alternative Dispute Resolution in Consumer Matters.

Should individual regulations of these Warranty Conditions be or become ineffective or unenforceable, the validity of the Warranty Conditions in general shall not be affected thereby. In this case, the invalid or unenforceable regulation shall be replaced by a valid and enforceable regulation, the effects of which most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable regulation. The same shall apply in the event of a gap in these Warranty Conditions.

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